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8 Cross-Defendant CHURCH OF SCIENTOLOGY
INTERNATIONAL
9

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HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY) CASE NO. 157 680
13 INTERNATIONAL, a California not-)
for-profit religious corporation;) REQUEST FOR JUDICIAL NOTICE
14)
Plaintiffs,)
15)
vs.) DATE: February 11, 1994
16) TIME: 9:00 a.m.
GERALD ARMSTRONG; MICHAEL WALTON;) DEPT: 1
17 et al.,)
Defendants.) DISCOVERY CUT-OFF: None
18) MOTION CUT-OFF: None
TRIAL DATE: None
19 GERALD ARMSTRONG,)
20)
Cross-Complainant,)
21)
vs.)
22)
CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
23 Corporation; DAVID MISCAVIGE;)
DOES 1 to 100;)
24)
Cross-Defendant.)
25)

26 Plaintiff and cross-defendant, Church of Scientology
27 International requests that this Court take judicial notice of
28 the following records of this Court, the Superior Court of the

1 County of Los Angeles, and the Court of Appeal, Second Appellate
2 District, all of the State of California, pursuant to Evidence
3 Code Sections 452 and 453:

4 1. The Verified Amended Cross-Complaint for Declaratory
5 Relief, Abuse of Process, and Breach of Contract, filed on
6 October 7, 1992 in the case of Church of Scientology
7 International v. Gerald Armstrong, et al., Los Angeles Superior
8 Court, Case No. BC 052395, a certified copy of which is attached
9 hereto as Exhibit 1;

10 2. Church of Scientology International's Answer to the
11 Verified Amended Cross-Complaint, filed on January 20, 1993, in
12 the case of Church of Scientology International v. Gerald
13 Armstrong, et al., Los Angeles Superior Court, Case No. BC
14 052395, a certified copy of which is attached hereto as
15 Exhibit 2;

16 3. The Verified Cross-Complaint for Abuse of Process,
17 filed in the instant action on November 30, 1993, a copy of which
18 is attached hereto for the Court's convenience as Exhibit 3;

19 4. Notice of Motion and Motion By Cross-Defendant Church
20 of Scientology International for Summary Adjudication of the
21 Second and Third Causes of Action of the Cross-complaint, filed
22 on March 3, 1993, in the case of Church of Scientology
23 International v. Gerald Armstrong, et al., Los Angeles Superior
24 Court, Case No. BC 052395, a certified copy of which is attached
25 hereto as Exhibit 4;

26 5. Memorandum of Points and Authorities in Support of
27 Motion for Summary Adjudication of the Second and Third Causes of
28 Action of the Cross-complaint, filed on March 3, 1993, in the

1 case of Church of Scientology International v. Gerald Armstrong,
2 et al., Los Angeles Superior Court, Case No. BC 052395, a
3 certified copy of which is attached hereto as Exhibit 5;

4 6. Minute Order of March 23, 1993, re: Motion of
5 Defendant, Gerald Armstrong, for Stay or in the Alternative, for
6 an Extension of Time to Oppose Motions for Summary Adjudication
7 entered by the Honorable David A. Horowitz, Superior Court Judge,
8 in the case of Church of Scientology International v. Gerald
9 Armstrong, et al., Los Angeles Superior Court, Case No. BC
10 052395, a certified copy of which is attached hereto as
11 Exhibit 6;

12 7. Minute Order of October 6, 1993, re: Motion of
13 Defendants Gerald Armstrong and The Gerald Armstrong Corporation
14 to Strike First Amended Complaint entered by the Honorable David
15 A. Horowitz, Superior Court Judge, in the case of Church of
16 Scientology International v. Gerald Armstrong, et al., Los
17 Angeles Superior Court, Case No. BC 084642, a certified copy of
18 which is attached hereto as Exhibit 7;

19 8. Cross-Complaint for Declaratory Relief, Abuse of
20 Process, and Breach of Contract, filed on July 21, 1992 in the
21 case of Church of Scientology International v. Gerald Armstrong,
22 et al., Los Angeles Superior Court, Case No. BC 052395, a
23 certified copy of which is attached hereto as Exhibit 8;

24 9. The Certified Docket of the case of Church of
25 Scientology International, Plaintiff-Respondent v. Gerald
26 Armstrong, Defendant-Appellant, Case No. 2 Civil B069450, in the
27 Court of Appeal, Second Appellate District, Division 4, dated

28 ///

1 January 3, 1994, a certified copy of which is attached hereto as
2 Exhibit 9.

3 DATED: January 4, 1994

Respectfully Submitted,

4 Andrew H. Wilson
5 WILSON, RYAN & CAMPILONGO

6 BOWLES & MOXON

7
8 By:


Laurie J. Bartilson

9 Attorneys for Plaintiff and
10 Cross-Defendant Church of
11 Scientology International
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7 Attorneys for Defendant
8 GERALD ARMSTRONG
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES
12

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL, a California)
not-for-profit religious)
15 corporation;)
16 Plaintiffs,)
17 vs.)
18 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)
19 Defendants.)

No. BC 052395
VERIFIED AMENDED
CROSS-COMPLAINT FOR DECLARATORY
RELIEF, ABUSE OF PROCESS, AND
BREACH OF CONTRACT

20 _____)
21 GERALD ARMSTRONG,)
22 Cross-Complainant,)
23 -vs-)
24

25 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Corporation, CHURCH OF)
26 SCIENTOLOGY OF CALIFORNIA, a)
California Corporation,)
27 RELIGIOUS TECHNOLOGY CENTER, a)
California Corporation,)
28 CHURCH OF SPIRITUAL)

1 TECHNOLOGY,)
 a California Corporation,)
 2 AUTHOR SERVICES, INCORPORATED,)
 a California Corporation,)
 3 AUTHOR'S FAMILY TRUST, ESTATE)
 OF L. RON HUBBARD, DAVID)
 4 MISCAVIGE, NORMAN STARKEY)
 and DOES 1 through 100,)
 5 inclusive,)
)
 6 Cross-Defendants.)
)
 7 _____)

8 Cross-Complainant GERALD ARMSTRONG alleges as follows:

9 PARTIES

10 1. Cross-Complainant GERALD ARMSTRONG, hereinafter,
 11 "ARMSTRONG," is a resident of Marin County, California.

12 2. Cross-Defendants CHURCH OF SCIENTOLOGY
 13 INTERNATIONAL, hereinafter "CSI," CHURCH OF SCIENTOLOGY OF
 14 CALIFORNIA, hereinafter "CSC," RELIGIOUS TECHNOLOGY CENTER,
 15 hereinafter "RTC," CHURCH OF SPIRITUAL TECHNOLOGY, hereinafter
 16 "COST," and AUTHOR SERVICES, INCORPORATED, hereinafter "ASI," are
 17 corporations organized and existing under the laws of the State of
 18 California, having principal offices and places of business in
 19 California and doing business within the State of California
 20 within the territorial jurisdiction of this Court.

21 3. Cross-Defendants AUTHOR'S FAMILY TRUST, hereinafter
 22 "AFT," and ESTATE OF L. RON HUBBARD, hereinafter "ERH," are
 23 entities that are residents of the State of California.

24 4. Cross-Defendant DAVID MISCAVIGE, hereinafter
 25 "MISCAVIGE," is an individual domiciled in the State of
 26 California.

27 5. Cross-Defendant NORMAN STARKEY, hereinafter
 28 "STARKEY," is an individual domiciled in the State of California.

1 6. At all times herein mentioned, each Cross-Defendant
2 was the agent, employee or coconspirator of each of the remaining
3 Cross-Defendants, and in doing the things herein mentioned, each
4 Cross-Defendant was acting within the course and scope of its
5 employment and authority as such agent and/or representative
6 and/or employee and/or coconspirator, and with the consent of the
7 remaining Cross-Defendants.

8 7. Corporate Cross-Defendants named in paragraph 2,
9 above, are subject to a unity of control, and the separate alleged
10 corporate structures were created as an attempt to avoid payment
11 of taxes and civil judgments and to confuse courts and those
12 seeking redress for these Cross-Defendants' acts. Due to the
13 unity of personnel, commingling of assets, and commonality of
14 business objectives, these Cross-Defendants' attempts at
15 separation of these corporations should be disregarded.

16 8. The designation of Cross-Defendants as "churches"
17 or religious entities is a sham contrived to exploit the
18 protection of the First Amendment of the United States
19 Constitution and to justify their criminal, and tortious acts
20 against ARMSTRONG and their others. Cross-Defendant corporations
21 are an international, money-making, politically motivated
22 enterprise which subjugates and exploits its employees and
23 customers with coercive psychological techniques, threat of
24 violence and blackmail. Cross-Defendant corporations, CSI, CSC,
25 RTC, COST and ASI act as one organization and are termed
26 hereinafter as the "ORG."

27 9. Cross-Defendant MISCAVIGE controls and operates the
28 ORG and uses it to enforce his orders and carry out his attacks on

1 groups, agencies or individuals, including the acts against
2 ARMSTRONG alleged herein to the extent there is no separate
3 identity between MISCAVIGE and the ORG and any claim of such
4 separate identity should be disregarded.

5 10. Cross-Defendant entities AFT and ERH derive
6 financial benefit from the ORG, participate in its acts against
7 groups, agencies or individuals, including ARMSTRONG, and
8 participate in MISCAVIGE's and the ORG's efforts to avoid payment
9 of taxes and civil judgments and to confuse courts and persons
10 seeking redress of grievances against MISCAVIGE and the ORG.

11 11. Cross-Defendant STARKEY controls and operates AFT
12 and ERH and uses them in conspiracy with MISCAVIGE to carry out
13 their attacks on groups, agencies or individuals, including the
14 acts against ARMSTRONG alleged herein.

15 12. Cross-Defendants DOES 1 through 100, inclusive, are
16 sued herein under such fictitious names for the reason that the
17 true names and capacities of said Cross-Defendants are unknown to
18 ARMSTRONG at this time; that when the true names and capacities of
19 said Cross-Defendants are ascertained ARMSTRONG will ask leave of
20 Court to amend this Cross-Complaint to insert the true names and
21 capacities of said fictitiously named Cross-Defendants, together
22 with any additional allegations that may be necessary in regard
23 thereto; that each of said fictitiously named Cross-Defendants
24 claim that ARMSTRONG has a legal obligation to Cross-Defendants by
25 virtue of the facts set forth below; that each of said
26 fictitiously named Cross-Defendants is in some manner legally
27 responsible for the acts and occurrences hereinafter alleged.

1 FACTUAL ALLEGATIONS

2 13. From 1969 through 1981 ARMSTRONG was a
3 Scientologist who devoted his life to Scientology founder, L. Ron
4 Hubbard, the ideals he proclaimed and the Scientology organization
5 he claimed to have built to promulgate those ideals. After
6 leaving Hubbard's and the organization's employ and control in
7 December 1981, ARMSTRONG was declared by the ORG a "Suppressive
8 Person," or "SP," which designated him an "enemy," and became the
9 target of Hubbard's policy of "Fair Game," which states:

10 "ENEMY - SP Order. Fair Game. May be deprived of
11 property or injured by any means by any
12 Scientologist without any discipline of the
13 Scientologist. May be tricked, sued or lied to or
14 destroyed."

15 The ORG, using Cross-Defendant herein CSC as Plaintiff, filed a
16 lawsuit, No. C 420153, in the Los Angeles Superior Court against
17 ARMSTRONG on August 2, 1982. ARMSTRONG filed a Cross-Complaint
18 against Cross-Defendants CSC and L. RON HUBBARD September 17,
19 1982, and a Third Amended Cross-Complaint against Cross-Defendants
20 CSC, CSI, RTC and L. RON HUBBARD July 1, 1983. The Complaint and
21 the Cross-Complaint thereto, hereinafter referred to together as
22 Armstrong I, were bifurcated and the underlying Complaint was
23 tried without a jury in 1984. A Memorandum of Intended Decision
24 was rendered by Judge Paul G. Breckenridge, Jr. June 20, 1984 and
25 entered as a Judgment August 10, 1984. The ORG appealed.

26 14. During the Armstrong I litigation the ORG carried
27 out a massive and international campaign of Fair Game against
28 ARMSTRONG and his lawyer, Michael J. Flynn of Boston,

1 Massachusetts, hereinafter "Flynn," who had been the prime mover
2 in much of the anti-ORG-related litigation throughout the United
3 States. Acts against ARMSTRONG pursuant to Fair Game included
4 assault, an attempted staged highway accident, attempted
5 entrapment, theft of private papers and original artwork,
6 dissemination of information from his confidential "counseling"
7 records, filing false criminal charges on at least five occasions,
8 global defamation, threat of murder, and illegal electronic
9 surveillance. ARMSTRONG learned during the period he was
10 represented in the litigation by Flynn that Fair Game acts against
11 Flynn included attempted murder, theft of private papers, threats
12 against his family, defamation, thirteen frivolous lawsuits,
13 spurious bar complaints, and framing with the forgery of a
14 \$2,000,000 check on a bank account of L. Ron Hubbard.

15 15. In the fall of 1986, while working as a paralegal
16 in the Flynn firm, ARMSTRONG was aware that settlement talks
17 involving all the ORG-related cases in which Flynn was either
18 counsel or party were occurring in Los Angeles, California between
19 Flynn and the ORG. Such talks had occurred a number of times over
20 the prior four years. On December 5, 1986 ARMSTRONG was flown to
21 Los Angeles, as were several other of Flynn's clients with claims
22 against the organization, to participate in a "global settlement."
23 Prior to flying to Los Angeles, ARMSTRONG had reached an agreement
24 with Flynn on a monetary figure to settle Armstrong I, but did not
25 know any of the other conditions of settlement.

26 16. After ARMSTRONG's arrival in Los Angeles, Flynn
27 showed him a copy of a document entitled "Mutual Release of All
28 Claims and Settlement Agreement," hereinafter "the settlement

1 agreement," and some other documents including affidavits, and was
2 advised by Flynn that he was expected to sign them all. Upon
3 reading the settlement agreement ARMSTRONG was shocked and
4 heartsick. ARMSTRONG told Flynn that the condition of "strict
5 confidentiality and silence with respect to his experiences with
6 the" ORG, since it involved over seventeen years of his life was
7 impossible to perform. ARMSTRONG told Flynn that the liquidated
8 damages clause was outrageous; that pursuant to the agreement
9 ARMSTRONG would have to pay \$50,000.00 if he told a medical doctor
10 or psychologist about his experiences from those years, or if he
11 put on a job resume what positions he had held during his
12 organization years. He told Flynn that the requirements of non-
13 amenability to service of process and non-cooperation with persons
14 or organizations adverse to the ORG were obstructive of justice.
15 He told Flynn that agreeing to leave the ORG's appeal of the
16 Breckenridge decision and not respond to any subsequent appeals
17 was unfair to the courts and all the people who had been helped by
18 the decision. ARMSTRONG told Flynn that an affidavit the ORG was
19 demanding that he sign was false, that there had been no
20 management change, that his private preclear folders were still
21 being culled, and that he had the same disagreements with the
22 ORG's Fair Game policies and actions, which had continued without
23 change up to that date. ARMSTRONG told Flynn that he was being
24 asked to betray everything and everyone he had fought for against
25 organization injustice.

26 17. In answer to ARMSTRONG's objections to the
27 settlement agreement Flynn said that the silence and liquidated
28 damages clauses, and anything which called for obstruction of

1 justice were "not worth the paper they [were] printed on." Flynn
2 stated that representation a number of times and in a number of
3 ways; e.g., that ARMSTRONG could not contract away his
4 Constitutional rights; that the conditions were unenforceable.
5 Flynn stated that he had advised the ORG's lawyers that those
6 conditions in the settlement agreement were not worth the paper
7 they were printed on, but that the ORG, nevertheless, insisted on
8 their inclusion and would not agree to any changes. Flynn pointed
9 out to ARMSTRONG the clauses in the settlement agreement
10 concerning his release of his claims against the ORG and the ORG's
11 release of its claims against ARMSTRONG and stated that they were
12 the essential elements of the settlement and what the organization
13 was paying for.

14 18. Flynn stated to ARMSTRONG at that time that he was
15 sick of the litigation and the threats to him and his family, and
16 that he wanted to get out. Flynn stated that all the people
17 involved in his side of the ORG-related litigation were sick of it
18 and wanted to get on with their lives. He said that as a
19 condition of settlement he and his co-counsels in the ORG-related
20 litigation had agreed to not become involved in that litigation in
21 the future. Flynn conveyed to ARMSTRONG a hopelessness concerning
22 the inability of the courts of this country to deal with the ORG,
23 its lawyers and their contemptuous abuse of the justice system.
24 Flynn told ARMSTRONG that if he didn't sign the documents all he
25 had to look forward to was more years of harassment and misery.
26 When ARMSTRONG expressed his continuing objections to the
27 settlement agreement, Edward Walters, whom Flynn had kept present
28 in the room during this discussion with ARMSTRONG, and who was

1 another of Flynn's clients and a participant in the settling of
2 Flynn's ORG-related litigation, yelled at ARMSTRONG accusing him
3 of killing the settlement for everyone, that everyone else had
4 signed or would sign, and that everyone else wanted the
5 settlement. Flynn told ARMSTRONG that the ORG would only settle
6 with everyone together; otherwise there would be no settlement.
7 Flynn did agree to ask the ORG to include a clause in ARMSTRONG's
8 settlement agreement allowing him to keep his creative works
9 relating to L. Ron Hubbard or the organization.

10 19. Flynn stated to ARMSTRONG that a major reason for
11 the settlement's "global" form was to give the ORG the opportunity
12 to change its combative attitude and behavior by removing the
13 threat he and his clients represented to it. He said that the ORG
14 wanted peace and unless ARMSTRONG signed the ORG's documents there
15 would be no peace. Flynn stated that the ORG's attorneys had
16 promised that the affidavit ARMSTRONG considered false would only
17 be used by the ORG if ARMSTRONG began attacking it after the
18 settlement. Since ARMSTRONG had no intention of attacking the
19 ORG, understood that the offensive affidavit would never see the
20 light of day.

21 20. During ARMSTRONG's meeting with Flynn he found
22 himself facing a dilemma. If he refused to sign the settlement
23 agreement and affidavit all the other settling litigants, many of
24 whom had already been flown to Los Angeles in anticipation of a
25 settlement, would be disappointed and would continue to be
26 subjected to organization harassment for an unknown period of
27 time. ARMSTRONG had been positioned as a deal-breaker and led to
28 believe he would lose the support of some, if not all, of the

1 settling claimants, several of whom were key witnesses in his case
2 against the ORG. ARMSTRONG was led to believe that all the
3 lawyers involved in his case desperately wanted out of the ORG-
4 related litigation, and should he not sign the settlement
5 documents would become unhappy and unwilling in their
6 representation of him. ARMSTRONG reasoned that, on the other
7 hand, if he did sign the settlement documents all his co-
8 litigants, some of whom he knew to be in financial trouble, would
9 be happy, the stress they felt would be reduced and they could get
10 on with their lives. ARMSTRONG believed that Flynn and his other
11 lawyers would be happy and the threat to them and their families
12 removed. ARMSTRONG believed that the ORG would have the
13 opportunity its lawyers said it desired to clean up its act, and
14 start anew. Armed with Flynn's assurance that the conditions he
15 found so offensive in the settlement agreement were not worth the
16 paper they were printed on, and the knowledge that the ORG's
17 attorneys were also aware of that fact, ARMSTRONG put on a happy
18 face and on the following day went through the charade of a
19 videotaped signing. A true and correct copy of the settlement
20 agreement is attached hereto as Exhibit A.

21 21. On December 11, 1986, pursuant to stipulation,
22 Judge Breckenridge issued orders dismissing the Armstrong I Cross-
23 Complaint, directing that the settlement agreement be filed and
24 retained by the clerk under seal, releasing to the ORG all trial
25 exhibits and other documents which had been held by the clerk of
26 the Court, and sealing the entire Court file. Despite the Court's
27 specific order the ORG never filed the Settlement Agreement.

28 22. On December 18, 1986 the California Court of

1 Appeal, Second Appellate District, Division Three, issued an
2 unpublished opinion dismissing the ORG's appeal from the
3 Breckenridge decision on the ground that there would be no
4 appealable final judgment until after trial of the Armstrong I
5 Cross-Complaint.

6 23. The ORG filed a Petition for Rehearing of its
7 appeal in the Court of Appeal, which was denied January 15, 1987;
8 then a Petition for Review by the California Supreme Court which
9 was denied March 11, 1987. On January 30, 1987 the ORG filed in
10 the Los Angeles Superior Court an "Unopposed Motion to Withdraw
11 Memorandum of Intended Decision," which Judge Breckenridge denied
12 February 2, 1987. On February 9, 1987 the ORG filed a Notice of
13 Appeal from the orders issued pursuant to stipulation by Judge
14 Breckenridge on December 11, 1986.

15 24. The ORG, and all Cross-Defendants herein, did not
16 desire peace from the December 1986 settlement with ARMSTRONG but
17 an advantage wherein they could continue to attack him without his
18 being able to respond. They removed his lawyers from defending
19 him, and used his lead lawyer, Flynn, as their agent to relay to
20 ARMSTRONG threats of litigation and to keep him from responding to
21 their attacks. Immediately following the settlement ORG
22 operatives contacted Beverly Rutherford, one of ARMSTRONG's
23 friends from his pre-Scientology past, to try to get information
24 from her concerning ARMSTRONG of a personal and embarrassing
25 nature to be used against him. Also immediately following the
26 settlement the ORG delivered a pack of documents concerning and
27 attacking ARMSTRONG to reporters Robert Welkos and Joel Sappell of
28 the Los Angeles Times. The ORG has continued from the date of the

1 settlement to collect intelligence information on ARMSTRONG, to
2 consider him an enemy and to treat him as Fair Game. The
3 settlement itself in intention, form, and effect was an act of
4 Fair Game.

5 25. Although contacted a number of times by the media
6 for statements concerning the ORG or Hubbard in the three years
7 following the settlement, ARMSTRONG did not make any public
8 statements during that period.

9 26. In the fall of 1987 ARMSTRONG received a document,
10 which had been created and circulated by the ORG to discredit
11 ARMSTRONG and writer Bent Corydon. In this document the ORG
12 accused ARMSTRONG of "numerous false claims and lies," of
13 "incompetence as a researcher," as having "stolen valuable
14 documents from [ORG] archives," and of being part of "a small
15 cabal of thieves, perjurers and disreputable sources." Such
16 statements were themselves lies, known to the ORG to be lies,
17 malicious, and intended to destroy ARMSTRONG's reputation and
18 credibility. In this document as well the ORG describes
19 ARMSTRONG's experiences in the organization as Hubbard's archivist
20 and biographical researcher, and discusses aspects of the
21 Armstrong I litigation, all in violation of the letter and spirit
22 of the settlement.

23 27. In early 1988 ARMSTRONG received a number of
24 affidavits the ORG had filed in Miller, which accuse ARMSTRONG of,
25 inter alia, retaining documents in violation of a Los Angeles
26 Superior Court order, providing documents to Russell Miller in
27 violation of a court order, and violating court sealing orders.
28 The affidavits accuse ARMSTRONG of being "an admitted agent

1 provocateur of the U.S. Federal Government who planned to plant
2 forged documents in [ORG] files which would then be "found" by
3 Federal officials in subsequent investigations as evidence of
4 criminal activity," and of intending to "plant forged documents
5 within the [ORG] and then using the contents to get the [ORG]
6 raided. All of the ORG's accusations regarding ARMSTRONG in the
7 affidavits filed in Miller are false, known by the ORG to be
8 false, malicious and intended to destroy ARMSTRONG's credibility.
9 ARMSTRONG has proven repeatedly to the ORG that its accusations
10 are false, but the ORG has not corrected the falsehoods wherever
11 they have been uttered or written but has continued to spread its
12 lies about ARMSTRONG.

13 28. The ORG's affidavits filed in Miller also contain
14 descriptions of ARMSTRONG's experiences in the organization and
15 conditions of the settlement agreement. At the same time the ORG
16 demanded that ARMSTRONG not discuss his own experiences or
17 conditions of settlement on penalty of \$50,000.00 an utterance.
18 The ORG itself filed documents in the case straight out of the
19 sealed Armstrong I file. Such acts are intended to bring about
20 ARMSTRONG's mental disintegration and total destruction, are
21 conscious and premeditated acts by the ORG of Fair Game, and have
22 caused ARMSTRONG great anguish.

23 29. Also in October 1987 ARMSTRONG was contacted by a
24 reporter from the London Sunday Times who advised him that ORG
25 representatives had given the newspaper a pack of documents
26 concerning him. The reporter said that the ORG representatives
27 were claiming that ARMSTRONG was an agent provocateur who tried to
28 plant forged documents in the organization and wanted to destroy

1 the scientology religion. The reporter also said that the ORG
2 representatives had given the newspaper a videotape of ARMSTRONG
3 they claimed showed him conspiring to overthrow ORG management.
4 ARMSTRONG told the reporter that although he considered the ORG's
5 attacks violated the settlement agreement he would not respond to
6 them.

7 30. On December 21, 1988 ARMSTRONG received a call from
8 Flynn who relayed a message from Michael Lee Hertzberg, one of the
9 organization's leading lawyers stating that he wanted ARMSTRONG to
10 file a pleading to keep the court file sealed in the face of
11 efforts by the plaintiff in Corydon v. CSI, Los Angeles Superior
12 Court case no. C 694401, who had filed a motion to unseal the
13 Armstrong I court file. Flynn stated that Hertzberg had
14 threatened that if ARMSTRONG failed to cooperate Hertzberg would
15 release a private and personal document belonging to ARMSTRONG
16 regarding one of his dreams specifically sealed by Judge
17 Breckenridge in Armstrong I.

18 31. On December 27, 1988 ARMSTRONG spoke again by phone
19 with Flynn, who advised ARMSTRONG that due to a court order
20 unsealing the file in Armstrong I, he was going to file a pleading
21 to say that the settlement documents should remain sealed.
22 ARMSTRONG disagreed and advised Flynn he did not want such a paper
23 filed, but on November 15, 1989 ARMSTRONG received notice that
24 Flynn had filed such a paper against his wishes.

25 32. On October 11, 1989 ARMSTRONG was served with a
26 deposition subpoena duces tecum which had been issued by Toby
27 Plevin, an attorney representing Corydon in his litigation against
28 the ORG.

1 33. On October 23, 1989 ARMSTRONG received a call from
2 Heller who stated that the ORG would seek a protective order to
3 prevent Armstrong's deposition in Corydon from going forward, that
4 Armstrong should be represented by an ORG lawyer, that to maintain
5 the settlement agreement ARMSTRONG could only answer questions by
6 court order, that ARMSTRONG should refuse to answer the deposition
7 questions and force Corydon to get an order from the court
8 compelling ARMSTRONG to answer.

9 34. On October 25, 1989 Heller told ARMSTRONG that he
10 had a problem with ARMSTRONG responding to deposition questions
11 concerning such things as L. Ron Hubbard's misrepresentations or
12 ARMSTRONG's period as Hubbard's archivist in the organization,
13 that he wanted to have an attorney present to instruct ARMSTRONG
14 not to answer such questions so that Corydon would have to move to
15 compel an answer, and that if the court ordered sanctions for
16 ARMSTRONG's refusal to answer, the ORG would indemnify him.
17 Heller further stated that ARMSTRONG had a contractual obligation
18 to the ORG, and that if ARMSTRONG did answer deposition questions
19 he would have breached the settlement agreement and may be sued.

20 35. Based on Heller's threats, the earlier threats and
21 ORG post-settlement attacks described above, ARMSTRONG's
22 understanding of his importance to and involvement with the ORG,
23 and his knowledge of the ORG, its fraud and Fair Game, moved him
24 at that time to protect himself by beginning to assemble
25 documentation and prepare a declaration to oppose these ORG
26 abuses.

27 36. On November 1, 1989 Heller, on behalf of ORG entity
28 ASI, a defendant in Corydon, filed a motion "to Delay or Prevent

1 the Taking of Certain Third Party Depositions," relating to the
2 deposition of ARMSTRONG. Heller stated in the motion:

3 "One of the key ingredients to completing these
4 settlement, insisted upon by all parties involved, was
5 strict confidentiality respecting: (1) the Scientology
6 parishioner or staff member's experiences within the
7 Church of Scientology; (2) any knowledge possessed by
8 the Scientology entities concerning those staff members
9 or parishioners; and (3) the terms and conditions of the
10 settlements themselves."

11 37. On November 18, 1989 ARMSTRONG received a copy of a
12 videotape edited from videotapes of him made in 1984 by ORG
13 intelligence operatives and used thereafter against him. This copy
14 had been given to the London Sunday Times, along with a package of
15 documents concerning ARMSTRONG by ORG operatives. Taped to the
16 video cassette was the business card of Eugene M. Ingram, the
17 ORG's private detective who had set up the videotaping.

18 38. On November 20, 1989 Heller contacted ARMSTRONG and
19 advised him that he wanted ARMSTRONG to execute ORG a declaration
20 that ARMSTRONG had either no or minimal contact with Corydon in
21 the organization, and that subsequent to leaving he had received
22 no information about Corydon. ARMSTRONG told Heller that he knew
23 Corydon quite well and that he saw himself as a relevant witness,
24 and would go forward with the deposition. Heller said to do so
25 would be a mistake because only the ORG would ever help him, that
26 ARMSTRONG should assist the ORG because it had honored its
27 agreement, that the ORG had signed a non-disclosure agreement as
28 well and as far as he knew had lived up to its agreement. When

1 ARMSTRONG disagreed, Heller reiterated at the end of the
2 conversation that if ARMSTRONG started to testify, for example
3 about the Hubbard biography project, or things he and the ORG
4 considered irrelevant, he would be sued for breach of contract.

5 39. On November 30, 1989 ARMSTRONG attended a hearing
6 in Corydon of the ORG's motion to prevent his deposition from
7 going forward where he was served with a subpoena duces tecum
8 ordering him to appear as a witness in the trial of Religious
9 Technology Center v. Joseph A. Yanny, Los Angeles Superior Court
10 Case no. C 690211.

11 40. On February 15, 1990 ARMSTRONG received a call
12 from one of Michael Flynn' partners, attorney Michael A. Tabb, who
13 said he had been called by Heller who told him that the ORG
14 considered ARMSTRONG had violated the settlement agreement by
15 being in the courthouse when he was served in Yanny, that they
16 intended to prove it, and that he would be sued.

17 41. On January 18, 1990 ARMSTRONG received a copy of
18 Appellants' Opening Brief which the ORG had filed December 21,
19 1989 in appeal No. B025920 in Division Three of the Second
20 Appellate District in the California Court of Appeal wherein the
21 ORG sought a reversal of the 1984 Breckenridge decision. On
22 January 30, 1990 ARMSTRONG received the Reply Brief of Appellants
23 and Response to Cross-Appeal filed in Division Four in the Second
24 Appellate District in an appeal entitled Church of Scientology of
25 California and Mary Sue Hubbard, Appellants, against Gerald
26 Armstrong, Defendant; Bent Corydon, Appellee, No. B038975 in which
27 the ORG sought a reversal of Judge Geernaert's ruling unsealing
28 the Armstrong I court file.

1 42. Because the settlement agreement prohibited
2 ARMSTRONG from opposing any of the appeals the ORG might take, he
3 filed a Petition for Permission to Respond in the B025920 Division
4 Three appeal February 28, 1990, and in the B038975 Division Four
5 appeal March 1, 1990. When his petitions were granted, ARMSTRONG
6 filed a Respondent's Briefs opposing the ORG appeals.

7 43. ARMSTRONG's March 15, 1990 declaration that he had
8 filed in the Court of Appeal was used by Corydon as an exhibit
9 supporting a motion for an order directing non-interference with
10 witnesses. In its opposition thereto the ORG Heller contradicted
11 what he earlier had said to ARMSTRONG about the agreement being
12 reciprocal, now stating that the ORG was free to talk about
13 Armstrong, but that Armstrong was not free to talk about it.
14 Heller's lies to ARMSTRONG, his lies in sworn declarations about
15 the reciprocity of the settlement agreement, the trap ARMSTRONG
16 had been placed in by the ORG and his own attorney, who, because
17 of ORG Fair Game tactics, had deserted him, caused ARMSTRONG great
18 distress and grief.

19 44. In his March 27 1990, declaration and in the
20 opposition to plaintiff's motion for non-interference with
21 witnesses in Corydon, Heller denied that the three telephone calls
22 with ARMSTRONG occurred, denied offering to have the ORG pay for
23 an attorney at ARMSTRONG's deposition in Corydon, denied offering
24 to indemnify ARMSTRONG for sanctions which might be imposed by the
25 court, and denied threatening ARMSTRONG with litigation. These
26 denials are lies.

27 45. In his March 26, 1990 declaration, Kenneth Long,
28 the ORG staff member who had executed a number of the affidavits

1 concerning ARMSTRONG which were filed in the Miller case, stated:

2 "In January, 1987, following settlement of Scientology
3 (sic) of California ("CSC"), Armstrong turned over to
4 CSC all [ORG]-related documents in his possession. I
5 personally inspected the documents turned over by
6 Armstrong, and found a number of copies of the documents
7 which Armstrong had previously sworn that he had
8 surrendered to the Clerk of the Court. [] Based on my
9 discovery of these documents, I concluded that Armstrong
10 had intentionally perjured himself on numerous
11 occasions, and had as well knowingly violated orders
12 issued by judges at all levels ranging from the Los
13 Angeles Superior Court to the Supreme Court of the
14 United States."

15 Long's statement is false, reckless and malicious. Long stated as
16 well that his affidavits attacking ARMSTRONG in Miller were
17 necessary "to detail the elements of the breach of confidence
18 against Miller and Penguin, and the claim could not have been
19 brought without explaining the underlying actions taken by
20 Armstrong."

21 46. On March 21, 1990 ARMSTRONG spoke by phone with
22 Michael Flynn, who said that he had been called by Lawrence Heller
23 two or three weeks before. Flynn said that Heller told him that
24 ARMSTRONG was right then sitting in the courtroom at the Yanny
25 trial and he asked Flynn to call ARMSTRONG and tell him that if he
26 testified in Yanny he would be in violation of the settlement
27 agreement and would be sued. ARMSTRONG had been present at the
28 Yanny trial March 5, 1990.

1 47. In early April, 1990 ARMSTRONG received a call from
2 ORG lawyer Eric Lieberman who threatened dire consequences if
3 ARMSTRONG continued to speak out against the ORG in violation of
4 the settlement agreement. ARMSTRONG related to Lieberman a list
5 of the ORG's post-settlement attacks on ARMSTRONG in violation
6 itself of the agreement. Lieberman dismissed ARMSTRONG's
7 grievances as insignificant.

8 48. On July 8, 1988 the Internal Revenue Service issued
9 a document entitled "final adverse ruling" to Cross-Defendant
10 herein COST denying its application for tax exempt status. In that
11 ruling the IRS stated:

12 "In support of the protest (protest conference was held
13 in January 1987) to our initial adverse ruling, we were
14 supplied with copies of affidavits dated December 4,
15 1986, from Gerald Armstrong and Laurel Sullivan. Ms.
16 Sullivan was the person in charge of the MCCS project
17 (the ORG's "Mission Corporate Category Sort-out," the
18 purpose of which was to devise a new organizational
19 structure to conceal L. Ron Hubbard's continued
20 control). The affidavits state that the new church
21 management 'seems to have returned to the basic and
22 lawful policies and procedures as laid out by the
23 founder of the religion, L. Ron Hubbard.' The
24 affidavits conclude as follows: 'Because of the
25 foregoing, I no longer have any conflict with the Church
26 of Scientology or individual members affiliated with the
27 Church. Accordingly I have executed a mutual release
28 agreement with the Church of Scientology and sign this

1 affidavit in order to signify that I have no quarrel
2 with the Church of Scientology or any of its members.'"

3 The ORG filed the ARMSTRONG affidavit in the COST case for the
4 purpose of destroying his credibility and in violation of the
5 representation the ORG had Flynn make to ARMSTRONG during
6 settlement that such affidavit would never be used unless
7 ARMSTRONG attacked the ORG after settlement. The ORG's filing of
8 the affidavit, its use of the courts, and the campaign to destroy
9 ARMSTRONG's reputation have caused ARMSTRONG great emotional
10 distress.

11 49. In August 1991 while in South Africa ARMSTRONG was
12 informed by Stuart Cutler, a lawyer for Malcolm Nothling,
13 litigant against the ORG, that the ORG had provided ARMSTRONG's
14 personal papers regarding the 1985 dream which had been sealed in
15 Armstrong I, to the ORG's South African legal representatives for
16 use against ARMSTRONG in the Nothling litigation in which
17 ARMSTRONG was expected to testify. The dissemination of this
18 document in South Africa caused ARMSTRONG great embarrassment and
19 emotional distress.

20 50. On August 12, 1991 the ORG filed a lawsuit against
21 17 agents of the IRS, case no. 91-4301-SVW in United States
22 District Court, Central District of California for more than
23 \$120,000,000.00. The ORG used therein a false rendition of the
24 1984 illegal videotaping of ARMSTRONG, which videotape had been
25 sealed in the Armstrong I court file. The ORG stated in its
26 complaint:

27 "The infiltration of the [ORG] was planned by the LA CID
28 along with former [ORG] member Gerald Armstrong, who

1 planned to seed [ORG] files with forged documents which
2 the IRS could then seize in a raid. The CID actually
3 planned to assist Armstrong in taking over the [ORG]
4 hierarchy which would then turn over all [ORG] documents
5 to the IRS for their investigation."

6 The ORG knew that these accusations were false, knew that
7 ARMSTRONG knew they were false.

8 51. Upon his return to the United States from South
9 Africa, Armstrong visited the law office of Ford Greene who asked
10 for his help. Armstrong, who is a trained paralegal, and lived in
11 the same Marin County town as Greene, agreed to help him, and has
12 been working with him from that time until the present. The moment
13 he began working in Greene's office the ORG began to terrorize him
14 with constant surveillance by ORG intelligence operatives,
15 videotaped him, embarrassed him, caused disturbances in the
16 neighborhood of Greene's law firm, and caused him great fear. The
17 ORG has a reputation of using its intelligence operatives or
18 private investigators to assault its perceived enemies, frame
19 them, entrap them, terrorize them, lie about them, and steal from
20 them. Judge Breckenridge in Armstrong I, had found that:

21 "Defendant Armstrong was the subject of harassment,
22 including being followed and surveilled by individuals
23 who admitted employment by [the ORG]; being assaulted by
24 one of these individuals; being struck bodily by a car
25 driven by one of these individuals; having two attempts
26 made by said individuals apparently to involve Defendant
27 Armstrong in a freeway automobile accident; having said
28 individuals come onto Defendant Armstrong's property,

1 spy in his windows, create disturbances, and upset his
2 neighbors."

3 The August 1991 surveillance of ARMSTRONG by ORG operatives
4 was intended to and caused ARMSTRONG severe shock and emotional
5 distress.

6 52. ARMSTRONG called and wrote to ORG lawyer Eric
7 Lieberman on August 21 and 22, 1991 protesting the surveillance,
8 videotaping and ORG terror tactics. Lieberman never responded,
9 but the ORG responded with renewed attacks on ARMSTRONG, filing
10 perjurious declarations about him in the Aznaran case accusing him
11 of, inter alia, being in Greene's office (during the period when
12 he had been in South Africa), of being employed by Joseph Yanny
13 while working for Greene, and of being Yanny's extension in the
14 Aznaran case. The ORG used these lies in a series of attempts to
15 have the Aznaran case dismissed, and in further attempts to
16 destroy ARMSTRONG's credibility and his capacity to defend himself
17 from the ORG's attacks. The ORG also filed perjurious
18 declarations in Aznaran concerning the illegal 1984 Armstrong
19 operation, claiming, inter alia, that the operation was a police-
20 sanctioned investigation, that ARMSTRONG was plotting against the
21 ORG and seeking out staff members who would be willing to assist
22 him in overthrowing its leadership, and that ARMSTRONG's theory of
23 litigation against the ORG was to fabricate the facts. These lies
24 were used in a series of attempts to deny the Aznarans justice and
25 to attack ARMSTRONG's credibility and leave him defenseless before
26 the ORG's assault. The ORG moreover used in these attempts
27 transcripts of the illegal 1984 videotaping of ARMSTRONG which had
28 been sealed in the Armstrong I court file. The ORG knew its lies

1 filed in the Aznaran case regarding ARMSTRONG were lies, knew it
2 was using sealed documents to attack ARMSTRONG, knew that such
3 caused ARMSTRONG great emotional distress, and knew that its acts
4 in Armstrong I had caused him emotional distress for which it had
5 paid ARMSTRONG a significant sum of money. The ORG's statements
6 filed in Aznaran regarding ARMSTRONG were malicious and an abuse
7 process. ARMSTRONG filed a declaration in Aznaran dated September
8 3, 1991 detailing the lies the ORG had up to that time filed about
9 him in that case and stating the truth of the matters. On June
10 23, 1992, Judge Ideman, presiding in the Aznaran case denied all
11 the ORG's motions in which it had filed its attacks on ARMSTRONG.

12 53. On October 3, 1991 the ORG, using CSC, CSI and RTC
13 as Plaintiffs, filed a motion in Los Angeles Superior Court in the
14 Armstrong I case to enforce the settlement agreement in which it
15 charged that ARMSTRONG's declaration in Aznaran which rebutted the
16 ORG's lies filed about him in that case was a violation of the
17 settlement agreement. That motion, in which the ORG sought from
18 ARMSTRONG \$100,000.00 in damages for his responses to ORG attacks,
19 was denied on December 23, 1991 by Judge Geernaert, who stated
20 during the hearing of that date:

21 " So my belief is Judge Breckenridge, being a very
22 careful judge, follows about the same practice and if he
23 had been presented that whole agreement and if he had
24 been asked to order its performance, he would have dug
25 his feet in because that is one of the [] most
26 ambiguous, one-sided agreements I have ever read. And I
27 would not have ordered the enforcement of hardly any of
28 the terms had I been asked to, even on the threat that,

1 okay the case is not settled.

2 I know we like to settle cases. But we don't want to
3 settle cases and, in effect, prostrate the court system
4 into making an order which is not fair or in the public
5 interest."

6 54. Heedless of Judge Geernaert's comments the ORG on
7 February 4, 1992 filed the underlying lawsuit, hereinafter
8 Armstrong II, this time seeking \$1,700,000.00 in damages. On
9 March 26, 1992 the ORG sought to have ARMSTRONG held in contempt
10 of court for communicating to the media about the litigation after
11 the ORG had itself given an interview to the media and in response
12 to the ORG's public comments about him. Judge Dufficy of the
13 Marin Superior Court, then presiding over the Armstrong II
14 litigation, refused to hear the ORG's effort to have ARMSTRONG
15 found in contempt. The effort, however, demonstrates the ORG's
16 intention: create a scenario in which ARMSTRONG responds to ORG
17 attacks and then have him jailed for his response. Then, pursuant
18 to ORG policy, neutralize him.

19 55. On February 19, 1992 Ford Greene, ARMSTRONG's
20 attorney in Armstrong II, wrote ORG attorney Laurie Bartilson
21 requesting that ARMSTRONG's former attorneys in Armstrong I,
22 Michael Flynn, Julia Dragojevic and Bruce Bunch, each of whom were
23 specifically prohibited by contract with the ORG from giving
24 ARMSTRONG a declaration to assist him in his defense of the ORG's
25 lawsuit to enforce the settlement agreement, be released from that
26 prohibition so they could provide him with needed declarations.
27 The ORG refused. On February 24, 1992 Greene wrote Bartilson
28 requesting that the other individuals who had entered into

1 settlement agreements with the ORG, negotiated by the ORG with
2 Flynn in 1986, and who were specifically prohibited from providing
3 ARMSTRONG with a declaration to assist him in his defense of the
4 ORG's lawsuit to enforce the settlement agreement, be released
5 from that prohibition so they could provide him with needed
6 declarations. Even though the ORG had used the fact of the other
7 individuals' settlement agreements being substantially similar to
8 the ARMSTRONG agreement, and cited to and relied on cases
9 involving those individuals' settlements in its lawsuit against
10 ARMSTRONG, the ORG refused to release them from their contract not
11 to assist ARMSTRONG.

12 56. On May 27, 1992 at a hearing on a motion the ORG
13 brought to obtain a preliminary injunction in this case, Los
14 Angeles Superior Court Judge Sohigian stated:

15 "The information that's being suppressed in this case,
16 however, is information about extremely blameworthy
17 behavior of the [ORG] which nobody owns; it is
18 information having to do with the behavior of a high
19 degree of offensiveness and behavior which is tortious
20 in the extreme. It involved abusing people who are weak.
21 It involves taking advantage of people who for one
22 reason or another get themselves enmeshed in this
23 extremist view in a way that makes them unable to resist
24 it apparently. There appears to be in the history of
25 [the ORG's] behavior a very, very substantial deviation
26 between [the ORG's] conduct and standards of ordinary,
27 courteous conduct and standards of ordinary honest
28 behavior. They're just way off in a different

1 firmament. [The ORG's] is the kind of behavior which
2 makes you sort of be sure you cut the deck and be sure
3 you've counted all the cards. If you're having a
4 friendly poker game you'd make sure to count all the
5 chips before you dealt any cards."

6 Despite these statements concerning the ORG and its practices, and
7 despite the ORG's knowledge of similar rulings and judgments in
8 Armstrong I, the case of Wollersheim v. Scientology, the case of
9 Allard v. Scientology, the case in England Re B & G Wards, the
10 cases of US v. Hubbard and US v. Kember, and of articles in the
11 Los Angeles Times in 1990 and Time magazine in 1991, the ORG
12 continues to attack ARMSTRONG and its other perceived enemies
13 pursuant to its basic doctrine of Fair Game. The ORG's refusal to
14 change its posture toward ARMSTRONG in the face of evidence of its
15 nature causes ARMSTRONG severe emotional distress. Judge Sohigian
16 denied the ORG's motion to enforce the settlement agreement in
17 every aspect except for his right to provide testimony in anti-ORG
18 litigation without being first subpoenaed to provide such
19 testimony. The Sohigian ruling left ARMSTRONG free to speak and
20 write freely about the ORG, to provide information to government
21 agencies without the need for a subpoena and to continue to work
22 as a paralegal.

23 57. ARMSTRONG has learned that MISCAVIGE possessed
24 ARMSTRONG's original artwork and manuscript after they were stolen
25 from ARMSTRONG's car in 1984. MISCAVIGE told Vicki Aznaran that
26 he had ARMSTRONG's artwork and manuscript, and he described
27 ARMSTRONG's works as weird poetry and letters to Hubbard. ORG
28 lawyer John Peterson in 1984, in response to ARMSTRONG's demand at

1 that time for return of his works denied that the ORG possessed
2 them. Now ARMSTRONG has the proof and he demands these works'
3 return.

4 58. The ORG has, for over a decade, waged a campaign of
5 hatred and psychological violence against ARMSTRONG. This
6 campaign has been observed and condemned by courts and the media.
7 In 1986 as an act of calculating Fair Game it used ARMSTRONG'S
8 lawyer, himself a long time target of Fair Game, to manipulate him
9 into a settlement of his claims against the ORG which was intended
10 to leave him lawyer-less and defenseless so that the ORG'S Fair
11 Game efforts against him could continue unopposed. In consummate
12 cynicism the ORG claims its purpose in the settlement was to make
13 peace. The ORG'S acts against ARMSTRONG have affected every
14 aspect of his life, taken from him the peace and seclusion he
15 sought and threatened his health, livelihood, friendships and his
16 very existence. These acts must stop.

17 FIRST CAUSE OF ACTION

18 (For Declaratory Relief Against All Defendants)

19 59. Cross-complainant ARMSTRONG realleges paragraphs 1
20 through 58, inclusive, and incorporates them by reference herein
21 as though fully set forth.

22 60. An actual controversy has arisen and now exists between
23 ARMSTRONG and CSI concerning their respective rights and duties in
24 that ARMSTRONG contends that the only provisions of the settlement
25 agreement that have any legal force any effect were those whereby
26 he dismissed his cross-complaint in Armstrong I in consideration
27 for a sum of money, and that paragraphs 4A, 4B, 7D, 7E, 7G, 7H,
28 7I, 10, 18D, 18E of the settlement agreement are void as against

1 public policy and should be severed therefrom, and that CSI and
2 its agents are not entitled to breach the settlement agreement
3 while requiring ARMSTRONG to adhere thereto, whereas CSI disputes
4 this contention and contends that it is entitled to enforce all
5 provisions of the settlement agreement against ARMSTRONG
6 notwithstanding the lack of mutuality thereof.

7 61. ARMSTRONG desires a judicial determination of his rights
8 and duties, and a declaration that the only provisions of the
9 settlement agreement which are valid are those which directly
10 pertain to the dismissal of his cross-complaint in Armstrong I in
11 consideration for the payment of a sum of money, and that
12 paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the
13 settlement agreement should be severed and held not to be legally
14 enforceable because they were designed to suppress evidence and
15 obstruct justice.

16 62. A judicial declaration is necessary and appropriate at
17 this time under the circumstances in order that ARMSTRONG may
18 ascertain his rights and duties under the settlement agreement.

19 63. ARMSTRONG is being harmed by the settlement agreement
20 insofar as his First Amendment Rights are curtailed, his ability
21 to freely pursue gainful employment is restricted, and his
22 reputation is being attacked in judicial proceedings which he is
23 unable to counter without risking violation of the settlement
24 agreement.

25 WHEREFORE, cross-complainant seeks relief as is hereinafter
26 pleaded.

27 SECOND CAUSE OF ACTION

28 (For Abuse Of Process Against All Defendants)

1 64. Cross-complainant ARMSTRONG realleges paragraphs 1
2 through 58, inclusive, and incorporates them by reference herein
3 as though fully set forth.

4 65. Defendants, and each of them, have abused the process of
5 this court in a wrongful manner, not proper in the regular conduct
6 of the proceedings in Armstrong I and in Armstrong II, and in
7 other litigation, to accomplish a purpose for which said
8 proceedings were not designed, specifically, the suppression of
9 evidence, the obstruction of justice, the assassination of cross-
10 complainant's reputation, and retaliation against said cross-
11 complainant for prevailing at trial in Armstrong I, all so as to
12 be able to attack cross-complainant and prevent cross-complainant
13 from being able to take any effective action to protect himself.

14 66. Defendants, and each of them, acted with an ulterior
15 motive to suppress evidence, obstruct justice, assassinate cross-
16 complainant's reputation, and to retaliate against cross-
17 complainant in said litigations.

18 67. That defendants, and each of them, have committed
19 willful acts of intimidation, threats, and submission of false and
20 confidential documents not authorized by the process of
21 litigation, and not proper in the regular conduct of litigation.

22 68. Cross-complainant has suffered damage, loss and harm,
23 including but not limited to his reputation, his emotional
24 tranquillity, and privacy.

25 69. That said damage, loss and harm was the proximate and
26 legal result of the use of such legal process.

27 **WHEREFORE**, cross-complainant seeks relief as is hereinafter
28 pleaded.

1 THIRD CAUSE OF ACTION

2 (Breach of Contract)

3 70. Cross-complainant ARMSTRONG realleges paragraphs 1
4 through 58, inclusive, and incorporates them by reference herein
5 as though fully set forth.

6 71. CSI, and/or its agents, and/or other Scientology-related
7 entities having engaged in on-going breaches of said settlement
8 agreement by making reference to ARMSTRONG (a) in communications
9 to the press, (b) in filing pleadings and declarations in various
10 litigations.

11 72. By reason of said breaches of the settlement agreement,
12 ARMSTRONG has been damaged in an amount not presently known but
13 believed to be in excess of the jurisdiction minimum of this
14 Court.

15 WHEREFORE, plaintiff prays for judgment as follows:

16 ON THE FIRST CAUSE OF ACTION

17 1. For a declaration paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I,
18 10, 18D, 18E of the settlement agreement should be severed from
19 the settlement agreement and found to be of no legal force or
20 effect.

21 2. For damages according to proof.

22 3. For attorney's fees and costs of suit.

23 ON THE SECOND CAUSE OF ACTION

24 1. For general and compensatory damages according to proof.

25 2. For attorney's fees and costs of suit.

26 ON THE THIRD CAUSE OF ACTION

27 1. For compensatory and consequential damages according to
28 proof.

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2. For attorney's fees and costs of suit.

ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

DATED: October 7, 1992

Respectfully submitted,

HUB LAW OFFICES



By: FORD GREENE
Attorney for Defendant

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: CROSS-COMPLAINT FOR DECLARATORY RELIEF, ABUSE OF PROCESS AND BREACH OF CONTRACT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.


[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: October 7, 1992

VERIFICATION

1
2 I, the undersigned, am an officer of defendant The Gerald
3 Armstrong Corporation in the above entitled action. I know the
4 contents of the foregoing Amended Cross-Complaint I certify that
5 the same is true of my own knowledge, except as to the matters
6 which are therein stated upon my information and belief, and as to
7 those matters, I believe them to be true.

8 I declare under penalty of perjury that the foregoing is true
9 and correct according to the laws of the State of California and
10 that this declaration was executed on the October 7, 1992 at San
11 Anselmo, California.

12
13 By: 
14 GERALD ARMSTRONG

1 PROOF OF SERVICE

2 I am employed in the County of Marin, State of California. I
3 am over the age of eighteen years and am not a party to the above
4 entitled action. My business address is 711 Sir Francis Drake
5 Boulevard, San Anselmo, California. I served the following
6 documents: VERIFIED AMENDED CROSS-COMPLAINT FOR DECLARATORY
7 RELIEF, ABUSE OF PROCESS AND BREACH OF CONTRACT
8 on the following person(s) on the date set forth below, by placing
9 a true copy thereof enclosed in a sealed envelope with postage
10 thereon fully prepaid to be placed in the United States Mail at
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13 WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

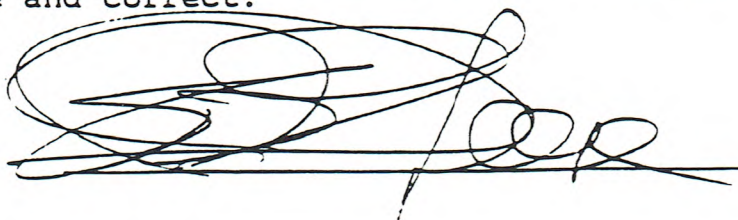
LAURIE J. BARTILSON, ESQ.
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6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028

14 PAUL MORANTZ, ESQ.
15 P.O. Box 511
16 Pacific Palisades, CA 90272

17 [x] (By Mail) I caused such envelope with postage thereon
18 fully prepaid to be placed in the United
States Mail at San Anselmo, California.

19 [x] (State) I declare under penalty of perjury under the
20 laws of the State of California that the above
is true and correct.

21 DATED: October 7, 1992



1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 661-4030

12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY INTERNATIONAL

[Handwritten signature]
JAMES H. BENNETT, CLERK
BY LAW OFFICE OF JAMES H. BENNETT

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 CHURCH OF SCIENTOLOGY	)	CASE NO. BC 052395
17 INTERNATIONAL, a California)	
18 not-for-profit religious	)	VERIFIED ANSWER OF CROSS-
19 corporation,	)	DEFENDANT CHURCH OF
	)	SCIENTOLOGY INTERNATIONAL
20 Plaintiff,)	
21 vs.)	
22 GERALD ARMSTRONG and DOES 1)	
23 through 25, inclusive,	)	DATE: None
	)	TIME: None
24 Defendants.	)	DEPT: 30
)	
	)	DISCOVERY CUTOFF: None
	)	MOTION CUTOFF: None
	)	TRIAL DATE: None

25 Defendant Church of Scientology International ("CSI"),
26 for itself only and for no others, answers the Verified Amended
27 Cross-Complaint in this action as follows:

- 28 1. Answering paragraph 1, CSI admits the allegation.
- 29 2. Answering paragraph 2, CSI admits that CSI, RTC and CSC
30 are non-profit religious corporations organized and existing
31 under the laws of the State of California, having principal
32 offices and conducting their affairs in the State of California

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and within the territorial jurisdiction of this Court. CSI admits that ASI is a corporation organized and existing under the laws of the State of California, having its principle place of business within the territorial jurisdiction of the Court. CSI denies the remainder of the allegations in this paragraph.

3. Answering paragraph 3, CSI denies these allegations.

4. Answering paragraph 4, CSI admits the allegations in this paragraph except to the extent said allegations state conclusions of law to which no response is needed.

5. Answering paragraph 5, CSI admits the allegations in this paragraph except to the extent said allegations state conclusions of law to which no response is needed.

6. Answering paragraph 6, CSI denies the allegations in this paragraph except to the extent said allegations state conclusions of law to which no response is needed.

7. Answering paragraph 7, CSI denies the allegations in this paragraph except to the extent said allegations state conclusions of law to which no response is needed.

8. Answering paragraph 8, CSI denies the allegations in this paragraph except to the extent said allegations state conclusions of law to which no response is needed. Further, CSI denies that any entity or group of corporations fitting the description of "ORG", as defined in this paragraph of the Cross-Complaint, exists.

9. Answering paragraph 9, CSI denies the allegations in this paragraph except to the extent said allegations state conclusions of law to which no response is needed.

10. Answering paragraph 10, CSI denies the allegations in

1 this paragraph except to the extent said allegations state
2 conclusions of law to which no response is needed.

3 11. Answering paragraph 11, CSI denies the allegations in
4 this paragraph.

5 12. Answering paragraph 12, CSI denies the allegations in
6 this paragraph except to the extent said allegations state
7 conclusions of law to which no response is needed.

8 13. Answering paragraph 13, CSI admits that Armstrong was
9 declared a "Suppressive Person"; that CSC filed a lawsuit, No. C
10 420153, against Armstrong in Los Angeles Superior Court on August
11 2, 1982; that Armstrong filed a cross-complaint in that action on
12 September 17, 1982 and a Third Amended Cross-Complaint on July 1,
13 1983; that the complaint and cross-complaint were bifurcated and
14 the complaint tried without a jury in 1984; that Judge Paul G.
15 Breckenridge issued a Memorandum of Intended Decision on June 20,
16 1984 and which he entered as a Judgement on August 10, 1984. CSI
17 denies all other allegations in this paragraph except to the
18 extent said allegations state conclusions of law to which no
19 response is needed.

20 14. Answering paragraph 14, CSI admits that Michael J.
21 Flynn acted an attorney for Gerald Armstrong during a portion of
22 the 1980s and that Flynn was actively involved in encouraging
23 litigation against Churches of Scientology. CSI denies all other
24 allegations in this paragraph except to the extent said
25 allegations state conclusions of law to which no response is
26 needed.

27 15. Answering paragraph 15, CSI admits that settlement
28 negotiations to resolve the litigation in which Flynn was acting

1 as counsel of record for parties opposing CSI and other Churches
2 of Scientology did occur in 1986. CSI is without sufficient
3 information or belief to admit or deny the remaining allegations
4 in this paragraph. Based on this lack of information or belief,
5 CSI denies all remaining allegations in this paragraph.

6 16. Answering paragraph 16, CSI is without sufficient
7 information or belief to admit or deny the allegations in this
8 paragraph. Based on this lack of information or belief, CSI
9 denies the allegations in this paragraph except to the extent
10 said allegations state conclusions of law to which no response is
11 needed.

12 17. Answering paragraph 17, CSI is without sufficient
13 information or belief to admit or deny the allegations in this
14 paragraph. Based on this lack of information or belief, CSI
15 denies the allegations in this paragraph except to the extent
16 said allegations state conclusions of law to which no response is
17 needed.

18 18. Answering paragraph 18, CSI is without sufficient
19 information or belief to admit or deny the allegations in this
20 paragraph. Based on this lack of information or belief, CSI
21 denies the allegations in this paragraph except to the extent
22 said allegations state conclusions of law to which no response is
23 needed.

24 19. Answering paragraph 19, CSI is without sufficient
25 information or belief to admit or deny the allegations in this
26 paragraph. Based on this lack of information or belief, CSI
27 denies the allegations in this paragraph except to the extent
28 said allegations state conclusions of law to which no response is

1 needed.

2 20. Answering paragraph 20, CSI admits that Armstrong
3 signed a settlement agreement and that this signing was
4 videotaped. CSI states that no Exhibit A is attached to the
5 verified amended cross-complaint which was served on CSI on or
6 about October 7, 1992 and therefore denies that Exhibit A is a
7 true and correct copy of the settlement agreement signed by
8 Armstrong. CSI is without sufficient information or belief to
9 admit or deny the remaining allegations in this paragraph. Based
10 on this lack of information or belief, CSI denies all other
11 allegations in this paragraph.

12 21. Answering paragraph 21, CSI admits that on December 11,
13 1986 Judge Breckenridge issued orders dismissing the
14 Cross-Complaint of Gerald Armstrong, directing that the
15 settlement agreement be filed and retained by the clerk under
16 seal, and sealing the entire Court file of the case. CSI denies
17 all remaining allegations in this paragraph except to the extent
18 said allegations state conclusions of law to which no response is
19 needed.

20 22. Answering paragraph 22, CSI admits the allegations in
21 this paragraph.

22 23. Answering paragraph 23, except as to legal conclusions
23 to which CSI is not required to respond, CSI admits that a
24 Petition for Rehearing of the Armstrong I appeal was filed with
25 the California Court of Appeal and was denied on January 15,
26 1987. CSI further admits that a Petition for Review was filed
27 with the California Supreme Court and denied on March 11, 1987;
28 that an "Unopposed Motion to Withdraw Memorandum of Intended

1 Decision" was filed in Los Angeles Superior Court and denied by
2 Judge Breckenridge on February 2, 1987; and that a Notice of
3 Appeal was filed on February 9, 1987, also in the Armstrong I
4 case. CSI denies all remaining allegations in this paragraph
5 except to the extent said allegations state conclusions of law to
6 which no response is needed.

7 24. Answering paragraph 24, CSI denies the allegations in
8 this paragraph except to the extent said allegations state
9 conclusions of law to which no response is needed.

10 25. Answering paragraph 25, CSI denies the allegations in
11 this paragraph except to the extent said allegations state
12 conclusions of law to which no response is needed.

13 26. Answering paragraph 26, CSI admits that in or around
14 the Fall of 1987 it distributed a document regarding a book
15 written by Bent Corydon and that said document contained
16 information about the background of Gerald Armstrong and about
17 his alleged research into matters pertaining to L. Ron Hubbard
18 and the Church of Scientology. CSI denies that the statements in
19 said document were false. CSI denies that the statements in the
20 document, the document itself, and/or the distribution of the
21 document were in violation of the letter and spirit of CSI's
22 December, 1986 settlement agreement with Armstrong. CSI is
23 without sufficient information or belief to admit or deny the
24 remaining allegations in this paragraph. Based on this lack of
25 information or belief, CSI denies all other allegations in this
26 paragraph except to the extent said allegations state conclusions
27 of law to which no response is needed.

28 27. Answering paragraph 27, CSI admits that Armstrong

1 retained documents in violation of a Los Angeles Superior Court
2 order and violated court sealing orders. CSI further admits
3 Armstrong has admitted to being an agent provocateur of the U.S.
4 Federal Government, that Armstrong planned to plant forged
5 documents in Church files so that they might be "found" by
6 federal officials and used in subsequent investigations as
7 evidence of criminal activity. CSI denies that it filed any
8 affidavits in the Miller litigation. CSI is without sufficient
9 information or belief to admit or deny the remaining allegations
10 in this paragraph. Based on this lack of information or belief,
11 CSI denies the remaining allegations in this paragraph except to
12 the extent said allegations state conclusions of law to which no
13 response is needed.

14 28. Answering paragraph 28, CSI admits that the settlement
15 agreement signed by Armstrong contains a liquidated damages
16 clause for \$50,000 for specified breaches of that agreement. CSI
17 denies that it filed affidavits in the Miller litigation. CSI is
18 without sufficient information or belief to admit or deny the
19 remaining allegations in this paragraph. Based on this lack of
20 information or belief, CSI denies these allegations except to the
21 extent said allegations state conclusions of law to which no
22 response is needed.

23 29. Answering paragraph 29, CSI denies the allegations in
24 this paragraph except to the extent said allegations state
25 conclusions of law to which no response is needed.

26 30. Answering paragraph 30, CSI denies the allegations in
27 this paragraph except to the extent said allegations state
28 conclusions of law to which no response is needed.

1 31. Answering paragraph 31, CSI denies the allegations in
2 this paragraph except to the extent said allegations state
3 conclusions of law to which no response is needed.

4 32. Answering paragraph 32, CSI denies the allegations in
5 this paragraph except to the extent said allegations state
6 conclusions of law to which no response is needed.

7 33. Answering paragraph 33, CSI admits that Larry Heller
8 called Gerald Armstrong on or about October 23, 1989. CSI denies
9 the remaining allegations in this paragraph except to the extent
10 said allegations state conclusions of law to which no response is
11 needed.

12 34. Answering paragraph 34, CSI denies the allegations in
13 this paragraph except to the extent said allegations state
14 conclusions of law to which no response is needed.

15 35. Answering paragraph 35, CSI denies the allegations in
16 this paragraph except to the extent said allegations state
17 conclusions of law to which no response is needed.

18 36. Answering paragraph 36, CSI admits that on November 1,
19 1989 Larry Heller filed a Motion of Defendant ASI to Delay or
20 Prevent the Taking of Certain Third Party Depositions. CSI
21 denies all remaining allegations in this paragraph except to the
22 extent said allegations state conclusions of law to which no
23 response is needed.

24 37. Answering paragraph 37, CSI denies the allegations in
25 this paragraph except to the extent said allegations state
26 conclusions of law to which no response is needed.

27 38. Answering paragraph 38, CSI denies the allegations in
28 this paragraph except to the extent said allegations state

1 conclusions of law to which no response is needed.

2 39. Answering paragraph 39, CSI denies the allegations in
3 this paragraph except to the extent said allegations state
4 conclusions of law to which no response is needed.

5 40. Answering paragraph 40, CSI denies the allegations in
6 this paragraph except to the extent said allegations state
7 conclusions of law to which no response is needed.

8 41. Answering paragraph 41, CSI admits that Appellants'
9 Opening Brief in the appeal of the 1984 decision in Armstrong I
10 was filed on December 21, 1989 in Division Three of the Second
11 Appellate District of the California Court of Appeal (No.
12 B025920). Further, CSI admits that the Church of Scientology of
13 California filed appellate papers in Church of Scientology of
14 California and Mary Sue Hubbard, Appellants, against Gerald
15 Armstrong, Defendant; Bent Corydon, Appellee, No. B038975. CSI
16 denies the remaining allegations in this paragraph except to the
17 extent said allegations state conclusions of law to which no
18 response is needed.

19 42. Answering paragraph 42, CSI denies the allegations in
20 this paragraph except to the extent said allegations state
21 conclusions of law to which no response is needed.

22 43. Answering paragraph 43, CSI admits that Armstrong's
23 declaration of March 15, 1990 was filed by Corydon with the Court
24 of Appeal. CSI denies all other allegations in this paragraph
25 except to the extent said allegations state conclusions of law to
26 which no response is needed.

27 44. Answering paragraph 44, CSI admits that Larry Heller
28 filed a declaration of March 27, 1990 in the Corydon litigation.,

1 CSI denies all other allegations in this paragraph except to the
2 extent said allegations state conclusions of law to which no
3 response is needed.

4 45. Answering paragraph 45, CSI denies the allegations in
5 this paragraph except to the extent said allegations state
6 conclusions of law to which no response is needed.

7 46. Answering paragraph 46, CSI is without sufficient
8 information to admit or deny the allegations in this paragraph.
9 Based on this lack of information, CSI denies the allegations in
10 this paragraph.

11 47. Answering paragraph 47, CSI denies the allegations in
12 this paragraph except to the extent said allegations state
13 conclusions of law to which no response is needed.

14 48. Answering paragraph 48, CSI admits that the Internal
15 Revenue Service issued a document entitled "final adverse ruling"
16 on July 8, 1988. CSI denies the remaining allegations in this
17 paragraph except to the extent said allegations state conclusions
18 of law to which no response is needed.

19 49. Answering paragraph 49, CSI is without sufficient
20 information to admit or deny the allegations in this paragraph.
21 Based on this lack of information, CSI denies the allegations in
22 this paragraph except to the extent said allegations state
23 conclusions of law to which no response is needed.

24 50. Answering paragraph 50, CSI admits that it and several
25 other Church corporations filed a lawsuit in the United States
26 District Court on August 12, 1991, which lawsuit was assigned the
27 case number, 91-4301-SVW. CSI denies all remaining allegations
28 in this paragraph except to the extent said allegations state

1 conclusions of law to which no response is needed.

2 51. Answering paragraph 51, CSI denies the allegations in
3 this paragraph except to the extent said allegations state
4 conclusions of law to which no response is needed.

5 52. Answering paragraph 52, CSI denies the allegations in
6 this paragraph except to the extent said allegations state
7 conclusions of law to which no response is needed.

8 53. Answering paragraph 53, CSI denies the allegations in
9 this paragraph except to the extent said allegations state
10 conclusions of law to which no response is needed.

11 54. Answering paragraph 54, CSI denies the allegations in
12 this paragraph except to the extent said allegations state
13 conclusions of law to which no response is needed.

14 55. Answering paragraph 55, CSI denies the allegations in
15 this paragraph except to the extent said allegations state
16 conclusions of law to which no response is needed.

17 56. Answering paragraph 56, CSI denies the allegations in
18 this paragraph except to the extent said allegations state
19 conclusions of law to which no response is needed.

20 57. Answering paragraph 57, CSI denies the allegations in
21 this paragraph except to the extent said allegations state
22 conclusions of law to which no response is needed.

23 58. Answering paragraph 58, CSI denies the allegations in
24 this paragraph except to the extent said allegations state
25 conclusions of law to which no response is needed.

26 RESPONSE TO FIRST CAUSE OF ACTION

27 (For Declaratory Relief Against All Defendants)

28 59. Answering paragraph 59, CSI realleges and incorporates

1 by reference the admissions, allegations and denials in
2 paragraphs 1 through 58 of this Answer.

3 60. Answering paragraph 60, CSI denies the allegations in
4 this paragraph except to the extent said allegations state
5 conclusions of law to which no response is needed.

6 61. Answering paragraph 61, CSI denies the allegations in
7 this paragraph except to the extent said allegations state
8 conclusions of law to which no response is needed.

9 62. Answering paragraph 62, CSI states that an initial
10 judicial declaration of Armstrong's rights and duties under the
11 settlement has already been issued by Judge Sohigian on May 28,
12 1992 when he granted the Preliminary Injunction sought by CSI.
13 CSI admits that a judicial determination of Armstrong's rights
14 and duties under the settlement is appropriate pursuant to the
15 allegations contained in CSI's First Amended Complaint herein.

16 63. Answering paragraph 63, CSI denies the allegations in
17 this paragraph except to the extent said allegations state
18 conclusions of law to which no response is needed.

19 RESPONSE TO SECOND CAUSE OF ACTION

20 (For Abuse of Process Against All Defendants)

21 64. Answering paragraph 64, CSI realleges and incorporates
22 by reference the admissions, allegations and denials in
23 paragraphs 1 through 58 of this Answer.

24 65. Answering paragraph 65, CSI denies the allegations in
25 this paragraph except to the extent said allegations state
26 conclusions of law to which no response is needed.

27 66. Answering paragraph 66, CSI denies the allegations in
28 this paragraph except to the extent said allegations state

1 conclusions of law to which no response is needed.

2 67. Answering paragraph 67, CSI denies the allegations in
3 this paragraph except to the extent said allegations state
4 conclusions of law to which no response is needed.

5 68. Answering paragraph 68, CSI denies the allegations in
6 this paragraph except to the extent said allegations state
7 conclusions of law to which no response is needed.

8 69. Answering paragraph 69, CSI denies the allegations in
9 this paragraph except to the extent said allegations state
10 conclusions of law to which no response is needed.

11 RESPONSE TO THIRD CAUSE OF ACTION

12 (Breach of Contract)

13 70. Answering paragraph 70, CSI realleges and incorporates
14 by reference the admissions, allegations and denials in
15 paragraphs 1 through 58 of this Answer.

16 71. Answering paragraph 71, CSI notes that this sentence is
17 incomplete and grammatically meaningless. Notwithstanding the
18 foregoing, CSI denies the allegations in this paragraph except to
19 the extent said allegations state conclusions of law to which no
20 response is needed.

21 72. Answering paragraph 72, CSI denies the allegations in
22 this paragraph except to the extent said allegations state
23 conclusions of law to which no response is needed.

24 AFFIRMATIVE DEFENSES

25 FIRST AFFIRMATIVE DEFENSE

26 (Failure to State a Cause of Action

27 Upon Which Relief May Be Granted)

28 73. The Cross-Complaint, and each and every cause of action

1 therein, fails to state facts sufficient to constitute a Cause of
2 Action against CSI.

3 SECOND AFFIRMATIVE DEFENSE

4 (Waiver)

5 74. Cross-Claimant has waived all rights, if any he ever
6 had, to any and all recovery sought by the Cross-Complaint.

7 THIRD AFFIRMATIVE DEFENSE

8 (Necessity)

9 75. Any alleged acts, conduct, omissions or statements by
10 CSI were undertaken as a result of necessity.

11 FOURTH AFFIRMATIVE DEFENSE

12 (Justification)

13 76. Any alleged acts, conduct, omissions or statements by
14 CSI were justified.

15 FIFTH AFFIRMATIVE DEFENSE

16 (Statute of Limitations)

17 77. The Cross-Complaint, and each and every cause of action
18 therein, is barred by the applicable statutes of limitations,
19 including, without limitation, California Code of Civil Procedure
20 §§ 337(1), 338(a), 338(b), 338(d), 339(1), 340(1), 340(3) and
21 343.

22 SIXTH AFFIRMATIVE DEFENSE

23 (Estoppel)

24 78. Cross-Complainant is estopped by his own conduct to
25 assert any purported cause of action against CSI.

26 SEVENTH AFFIRMATIVE DEFENSE

27 (Privilege)

28 79. Any alleged acts, conduct, omissions or statements by

1 CSI were privileged by the rights of free exercise of religion
2 and freedom from establishment of religion guaranteed by the
3 First Amendment to the United States Constitution and by Article
4 IV of the California Constitution.

5 EIGHTH AFFIRMATIVE DEFENSE

6 (Privilege)

7 80. Any alleged acts, conduct, omissions, or statements by
8 CSI were privileged by the right of free speech and free
9 expression guaranteed by the First Amendment to the United States
10 Constitution and by Article IV of the California Constitution.

11 NINTH AFFIRMATIVE DEFENSE

12 (Laches)

13 81. Cross-Complainant is barred by the doctrine of laches
14 from asserting any purported cause of action against CSI.

15 TENTH AFFIRMATIVE DEFENSE

16 (Unclean Hands)

17 82. Cross-Complainant is barred by the doctrine of unclean
18 hands from asserting any purported cause of action against CSI.

19 ELEVENTH AFFIRMATIVE DEFENSE

20 (Speculative Nature of Damages)

21 83. The damages Cross-Complainant purports to have
22 suffered, if any, are entirely speculative, insupportable by
23 admissible evidence and incapable of proof.

24 TWELFTH AFFIRMATIVE DEFENSE

25 (Failure to Mitigate)

26 84. The damages Cross-Complainant purports to have
27 suffered, if any, are unavailable to the extent that Cross-
28 Complainant has failed and refused to mitigate such damages.

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THIRTEENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

85. Cross-Complainant at all times, voluntarily, knowingly and willingly assumed any and all risk arising from the matters alleged in the Cross-Complaint. Any and all claimed "injuries" or damages were solely, directly and proximately caused by Cross-Complainant's own conduct.

FOURTEENTH AFFIRMATIVE DEFENSE

(Release)

86. Cross-Complainant has released any and all claims and causes of action arising from the matters alleged in the Cross-Complaint.

FIFTEENTH AFFIRMATIVE DEFENSE

(Punitive Damages Barred)

87. As to any and all of Cross-Complainant's claims for punitive damages, Cross-Complainant is barred from bringing such claims as he has failed to comply with the provisions of California Civil Code §§ 3294(b), and California Civil Procedure Code §435.10(b).

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SIXTEENTH AFFIRMATIVE DEFENSE

(Punitive Damages Unconstitutional)

88. Any and all claims by Cross-Complainant for punitive damages are barred by and are unconstitutional under various provisions of the United States and California Constitutions, including without limitation the First, Fifth, Eighth and Fourteenth Amendments to the United States Constitution.

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SEVENTEENTH AFFIRMATIVE DEFENSE

(Acts or Omissions of Third Parties)

89. Cross-Complainant's claims and any recovery against CSI are barred in whole or in part for the reason that the injuries and damages claimed, if any, were caused by the negligence, recklessness, other wrongful conduct and/or other causal fault on the part of persons and/or entities other than CSI and over whom CSI has no control, which constitutes supervening, superseding or intervening causes for which CSI is not liable. In the event any judgment or recovery is had against CSI by Cross-Complainant, CSI is entitled to reduction of such judgment or recovery in direct proportion to the percentage of comparative fault attributable to Cross-Complainant.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Good Faith)

90. CSI acted reasonably and in good faith at all times relevant herein and based on all relevant facts and circumstances known by it at the time so acted; accordingly, Cross-Complainant is barred from recovery for this action and each purported claim asserted therein.

///

NINETEENTH AFFIRMATIVE DEFENSE

(Lack of Reciprocity)

91. Cross-Complainant's claims and any recovery against CSI are barred in whole or in part for the reason that the actions taken by CSI are not prohibited by any contract or undertaking with Cross-Complainant as any such contract or undertaking entered into by CSI and Cross-Complainant specifically included a

1 statement that obligations incurred were not reciprocally binding
2 on all parties.

3 TWENTIETH AFFIRMATIVE DEFENSE

4 (Fraud and Deceit)

5 92. Cross-Complainant is barred from bringing this action
6 against CSI because of his fraud and deceit in representing to
7 CSI that he freely entered into the settlement agreement, without
8 duress or reservation, when he had no intention of performing his
9 portion of the agreement and, by his own admissions in this
10 cross-complaint, believed the agreement to be invalid. CSI
11 relied on Armstrong's representations that he would fully perform
12 the settlement agreement and paid to Armstrong a substantial
13 settlement in reliance thereon.

14 TWENTY-FIRST AFFIRMATIVE DEFENSE

15 (Privilege)

16 93. The use of the process which Cross-Complainant claims
17 was abused were publications made in the course of the
18 proceedings before the Court and thus were absolutely privileged
19 under Section 47(2) of the Civil Code.

20 ///

21 ///

22 TWENTY-SECOND AFFIRMATIVE DEFENSE

23 (No Malice Present Where Defendant Has Acted on Advice
24 of His Attorney - No Liability for Punitive Damages)

25 94. All of the actions allegedly taken by CSI which Cross-
26 Complainant claims were an abuse of process were taken after CSI
27 fully disclosed all of the relevant facts to its attorneys and
28 was advised to follow the legal procedures complained of in

1 Cross-Complainant's cause of action for abuse of process.
2 Therefore, CSI is not liable for punitive damages as alleged by
3 Cross-Complainant.

4 WHEREFORE, CSI prays for relief as follows:

5 1. That Cross-Complainant take nothing by virtue of his
6 Cross-Complaint and that the Cross-Complaint be dismissed with
7 prejudice.

8 2. That CSI recover its costs of suit herein; and

9 3. That the Court award such further relief as it may deem
10 proper.

11 DATED: January 19, 1993

Respectfully submitted,

12 BOWLES & MOXON

13

14

By: Laurie J. Bartilson
Laurie Bartilson

15

16

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
Attorneys for Cross-Complainant
CHURCH OF SCIENTOLOGY INTERNATIONAL

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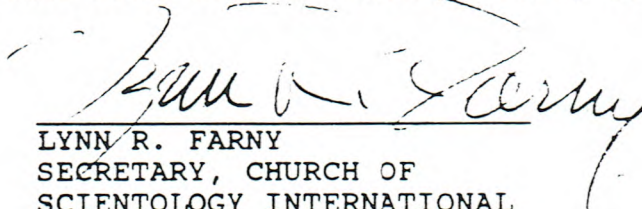
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VERIFICATION

I, Lynn R. Farny, am the Secretary of the Church of Scientology International, a cross-defendant in this action. I have read the foregoing VERIFIED ANSWER OF CROSS-DEFENDANT CHURCH OF SCIENTOLOGY INTERNATIONAL and know the content thereof.

The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of January, 1993, at Los Angeles, California.


LYNN R. FARNY
SECRETARY, CHURCH OF
SCIENTOLOGY INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On January 19, 1993, I served the foregoing document described as VERIFIED ANSWER OF CROSS-DEFENDANT CHURCH OF SCIENTOLOGY INTERNATIONAL on interested parties in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original a true copy thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 9490-1949

PAUL MORANTZ
P.O. Box 511
Pacific Palisades, CA 90272

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is

presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on January 19, 1993 at Los Angeles, California.

[] **** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, 1993, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

WILL FRADTAN
Type or Print Name

Will Fradfan
Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

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MAR 03 1993

LOS ANGELES
SUPERIOR COURT

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14 Attorneys for Plaintiff
15 and Cross-Defendant
16 CHURCH OF SCIENTOLOGY INTERNATIONAL

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES

19	CHURCH OF SCIENTOLOGY	)	Case No. BC 052395
20	INTERNATIONAL, a California)	
21	not-for-profit religious	)	NOTICE OF MOTION AND
22	corporation;	)	MOTION BY CROSS-DEFENDANT
23		)	CHURCH OF SCIENTOLOGY
24	Plaintiff,	)	INTERNATIONAL FOR SUMMARY
25		)	ADJUDICATION OF THE SECOND
26	vs.	)	AND THIRD CAUSES OF ACTION
27		)	OF THE CROSS-COMPLAINT
28	GERALD ARMSTRONG; DOES 1)	
29	through 25, inclusive,	)	Dept.: 30
30		)	Date: March 31, 1993
31		)	Time: 8:30 a.m.
32	Defendants.)	
33		)	Trial Date: May 3, 1993
34		)	Disc. Cut-Off: April 2, 1993
35	AND RELATED CROSS-ACTION.	)	Mtn Cut-Off: April 19, 1993
36)	

37 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

38 PLEASE TAKE NOTICE that on March 31, 1993 at 8:30 a.m. in
39 Department 30 of the above entitled Court, Cross-Defendant Church
40 of Scientology International (the "Church") will move for an
41 order adjudicating that the Second and Third Causes of Action of
42

1 the Verified Amended Cross-Complaint of defendant and cross-
2 complainant Gerald Armstrong ("Armstrong") (for Abuse of Process
3 and Breach of Contract) should be adjudicated in favor of the
4 Church as a matter of law pursuant to Code of Civil Procedure
5 §437c(f).

6 This motion is made on the grounds that (1) there is no
7 provision in the subject Settlement Agreement which prohibits the
8 Church from doing those acts which allegedly constitute breach of
9 the Settlement Agreement; (2) most of Armstrong's claims for
10 abuse of process are barred by the statute of limitations; and
11 (3) the remaining acts of which Armstrong complains are, as a
12 matter of law, insufficient to state a claim for abuse of
13 process.

14 This motion is based on this Notice, the accompanying
15 Memorandum of Points and Authorities, the Church's Separate
16 Statement of Undisputed Facts in Support of Motion for Summary
17 Adjudication of Issues, the Declaration of Andrew H. Wilson, the
18 records and other documents on file in this action, and on all
19 other matters that may be adduced at the hearing of this Motion.

20 Dated: March 3, 1993

WILSON, RYAN & CAMPILONGO

21
22 BY: 15/
ANDREW H. WILSON

23 Laurie J. Bartilson
24 BOWLES & MOXON

25 Attorneys for Cross-
26 Defendant
CHURCH OF SCIENTOLOGY
INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On March 3, 1993, I served the foregoing document described as NOTICE OF MOTION AND MOTION BY CROSS-DEFENDANT CHURCH OF SCIENTOLOGY INTERNATIONAL FOR SUMMARY ADJUDICATION OF THE SECOND AND THIRD CAUSES OF ACTION OF THE CROSS-COMPLAINT on interested parties in this action by

[] placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

Paul Morantz
P.O. Box 511
Pacific Palisades, CA 90272

[] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, 1993, at Los Angeles, California.

[X] **** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on March 3, 1993, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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[] placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

Ford Greene **By U.S. Mail & Fax**
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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Type or Print Name

Signature

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** (For personal service signature must be that of messenger)

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10 CHURCH OF SCIENTOLOGY INTERNATIONAL

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, A California not-for-profit)
14 religious corporation;)
15 Plaintiff,)
16 v.)
17)
18 GERALD ARMSTRONG; DOES 1 through)
25, inclusive,)
19 Defendant.)
20)
21)
22 AND RELATED CROSS-ACTION.)
23)
24)
25)
26)
27)
28)

ORIGINAL FILED
MAR 03 1993
LOS ANGELES
SUPERIOR COURT

Case No. BC 052395
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR SUMMARY
ADJUDICATION OF THE SECOND
AND THIRD CAUSES OF ACTION
OF THE AMENDED CROSS-
COMPLAINT
Date: March 31, 1993
Time: 8:30 a.m.
Dept.: 30
Trial Date: May 3, 1993
Disc: April 2, 1993
Mtn: April 19, 1993

TABLE OF CONTENTS

	<u>Page</u>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

I. INTRODUCTION 1

II. STANDARD OF REVIEW 2

III. THE CHURCH IS ENTITLED TO SUMMARY ADJUDICATION OF THE BREACH CLAIM BECAUSE ITS ALLEGED CONDUCT DID NOT, AS A MATTER OF LAW, BREACH THE AGREEMENT

 A. There Are No Provisions In The Agreement Which Preclude The Conduct Allegedly Constituting The Breach 2

 B. Armstrong Has Admitted That The Settlement Agreement Does Not Prohibit The Conduct Allegedly Constituting The Breach 4

 C. Armstrong May Not Rely On His Belief That The Settlement Agreement Was Reciprocal 5

IV. THE SECOND CAUSE OF ACTION FOR ABUSE OF PROCESS MUST BE DISMISSED BECAUSE THE ALLEGED ACTS ARE EITHER OUTSIDE THE ONE-YEAR STATUTE OF LIMITATIONS OR THERE IS NO MISUSE OF PROCESS 7

 A. The Conduct Alleged To Have Occurred Before July 22, 1992 Is Precluded by the Statute of Limitations 8

 B. The Conduct Post-July 22, 1991 Cannot Be the Basis For An Abuse of Process Claim Because It is Either Not a Use of Process And/Or Is Privileged. 9

 1. Conduct Not Constituting Use of Process 9

 2. Privileged Conduct 10

V. CONCLUSION 15

TABLE OF AUTHORITIES

Page(s)

CASES

1
2
3
4
5 Adams v. Superior Court
6 (1992) 2 Cal.App.4th 521
7 citing generally, Prosser & Keeton,
8 Torts (5th Ed. 1984) Abuse of Process
9 § 121, pp. 897-898 9, 10, 12
10
11 Czap v. Credit Bureau of Santa Clara Valley
12 (1970) 7 Cal.App.3d 1, 5 citing Prosser, Torts at p. 877. . . . 9
13 Drasin v. Jacoby & Meyers
14 (1984) 150 Cal.App.3d 481 11, 13, 14
15 FPI Development, Inc. v. Nakashima
16 (1991) 231 Cal.App. 3d 367 4
17 Frazier, Dame, Doherty, Parrish & Hanawalt v. Bocardo, Blum,
18 Lull, Niland, Terlink & Bell
19 (1977) 70 Cal.App.3d 331 6
20 Friedman v. Knecht
21 (1967) 248 Cal.App.2d 455 14
22 Haviland v. Southern California Edison Co.
23 (1916) 172 Cal. 601 5, 6
24 Parsons v. Bristol Development Co.
25 (1965) 62 Cal.2d 861 6
26 Pittelman v. Pearce
27 (1992) 92 Daily Journal D.A.R. 7371 2
28 Silberg v. Anderson
(1990) 50 Cal.3d 205 10
Thornton v. Rhoden
(1966) 245 Cal.App.2d 80, 53 Cal.Rptr. 706 8, 12
Thornton v. Rhoden
(1966) 245 Cal.App.2d 80, 53 Cal.Rptr. 706 *

Western Medical Enterprises, Inc. v. Albers
(1985) 166 Cal.App.3d 383 2
Zahn v. Canadian Indem. Co.
(1976) 57 Cal.App.3d 509 2

1
2
3
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21
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23
24
25
26
27
28

STATUTES

Civil Code Section 47(2) 7
Civil Code Section 1542 3
Civil Code Section 1542 3
Civil Code § 47(2) 1, 10, 15
Code of Civil Procedure section 340 8
Code of Civil Procedure Section 437c. 2
Evidence Code Section 452 (d) 3

OTHER AUTHORITIES

L.A.S.C. Rules 1306.1.2, 1307.1 1

1
2
3
4
5
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I. INTRODUCTION

As described in separately filed motions for summary adjudication of numerous causes of action of the Amended Complaint, in December 1986, plaintiff and cross-defendant Church of Scientology International ("the Church") entered into a confidential Mutual Release of All Claims and Settlement Agreement (the "Settlement Agreement" attached as Exhibit "A" to the Declaration of Andrew H. Wilson [the "Wilson Decl."]) with defendant and cross-complainant Gerald Armstrong ("Armstrong"), the terms of which required Armstrong, but not the Church to refrain from aiding others in litigation and to refrain from discussing with third parties his experiences with the Scientology faith. In return, Armstrong received a substantial sum of money and a mutual release from the Church.

In its First Amended Complaint, the Church seeks damages for admitted breaches of the Settlement Agreement by Armstrong and a permanent injunction. In response, Armstrong has filed a Cross-Complaint alleging, inter alia, that the Church breached the Settlement Agreement (Amended Cross-Complaint, Third Cause of Action, hereinafter "Breach Claim") and abused process (id., Second Cause of Action, hereinafter "Abuse of Process Claim"). While Armstrong's allegations of supposed misconduct on the part of the Church are certainly colorful, the undisputed facts nonetheless prohibit any recovery by Armstrong for either of these claims.¹ The conduct allegedly constituting the "breach" is not prohibited by the Settlement Agreement at all. Moreover, the conduct which is alleged to "abuse" process is: (a) completely barred by the statute of limitations; (b) privileged pursuant to Civil Code § 47(2); and/or (c) does not involve the use of

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¹ Armstrong has named a string of other entities and individuals as cross-defendants, but has made no effort to serve any of them. The cross-complaint was filed on July 22, 1992 and amended on October 7, 1992. The Church accordingly requests that the Court exercise its discretion, and dismiss the cross-complaint as to these unserved cross-defendants. L.A.S.C. Rules 1306.1.2, 1307.1.

1 "process" for an "ulterior purpose."

2 Accordingly, the Court should enter judgment for the Church on the Second
3 and Third Causes of Action of the Amended Cross-complaint.

4 **II. STANDARD OF REVIEW**

5 Summary judgment is properly granted when the evidence in support of the
6 moving party establishes there is no issue of material fact to be tried. Code of
7 Civil Procedure Section 437c. Summary adjudication is the proper procedure for
8 determining an issue of law. See, Zahn v. Canadian Indem. Co. (1976) 57
9 Cal.App.3d 509, 512. The trial court must decide if a triable issue of fact exists.
10 Pittelman v. Pearce (1992) 92 Daily Journal D.A.R. 7371, 7372.

11 If none does, and the sole remaining issue is one of law, it is the duty of the
12 trial court to determine it. Id.

13 **III. THE CHURCH IS ENTITLED TO SUMMARY ADJUDICATION OF THE**
14 **BREACH CLAIM BECAUSE ITS ALLEGED CONDUCT DID NOT, AS A**
15 **MATTER OF LAW, BREACH THE AGREEMENT**

16 **A. There Are No Provisions In The**
17 **Agreement Which Preclude The Conduct**
Allegedly Constituting The Breach

18 The interpretation of a written instrument is essentially a judicial function to
19 be exercised according to the generally accepted canons of interpretation.

20 Western Medical Enterprises, Inc. v. Albers (1985) 166 Cal.App.3d 383, 389.

21 With respect to the Breach of Contract Claim, there are no questions of fact to be
22 resolved. The sole issue is a matter of law. If the Court finds that the Settlement
23 Agreement does not prohibit the acts alleged to constitute the breach, then the
24 Third Cause of Action must be dismissed. Armstrong alleges that the Church
25 breached the Settlement Agreement: "[B]y making reference to Armstrong (a) in
26 communications to the press, (b) in filing pleadings and declarations in various
27 litigations." (Paragraph 71 of the Cross-Complaint.) The Settlement Agreement
28 does not prohibit these acts and contains not one, but two separate clauses whose

1 clear import is to preclude any attempt to go beyond the four corners of the
2 Agreement. Paragraph 9 is an integration clause and paragraph 18B provides that
3 the parties have made no representations not contained in the Settlement
4 Agreement and did not rely on any representation or statement not contained in
5 the Settlement Agreement.

6 There are no provisions in the Settlement Agreement prohibiting the Church
7 from referring to Armstrong in its communications with the press or in legal
8 pleadings or declarations. The only provisions which refer to the conduct of the
9 Church are contained in Paragraphs 3, 5, 6, and 7.A and I.

10 Paragraph 3 requires the payment of money, which Armstrong admits he
11 received. [Sep.St.No. 13.]²

12 Paragraph 5 requires the filing of a dismissal with prejudice of the case from
13 which the settlement arose. The Court may take judicial notice of the filing of the
14 notice of dismissal with prejudice on December 11, 1986 in the action Armstrong
15 v. Church of Scientology of California, Los Angeles Superior Court Case No. 420
16 153. Evidence Code Section 452(d). [Sep.St. No. 14.]

17 Paragraph 6 is the standard waiver of all rights under Civil Code Section
18 1542. The Third Cause of Action does not allege breach of this section.

19 Paragraph 7.A. contains an agreement by all parties that liability is denied
20 and that the settlement cannot be treated as an admission of liability for any
21 purpose. The Breach Claim does not allege breach of this section.

22 Paragraph 7.B. contains an agreement that none of the parties bound by the
23 agreement shall use past activities of any of the parties as a basis for the filing of a
24 future lawsuit.

25 None of the above-recited paragraphs prohibit the conduct allegedly
26

27 ² References to Exhibits are to Exhibits to the concurrently filed Separate
28 Statement of Undisputed Facts as "Sep.St.No. ___."

1 constituting the breach. Moreover, there is no language contained in the contract
2 which would be even colorably susceptible to a meaning which would prohibit
3 such conduct. Accordingly, the Church is entitled to judgment on the Third Cause
4 of Action.

5 **B. Armstrong Has Admitted That The Settlement Agreement Does**
6 **Not Prohibit The Conduct Allegedly Constituting The Breach**

7 The admissions of a party receive an unusual deference in summary
8 judgement proceedings. FPI Development, Inc. v. Nakashima (1991) 231
9 Cal.App.3d 367, 398. An admission is binding unless there is a credible
10 explanation for the inconsistent positions taken by a party. Id.

11 In his deposition, Armstrong admitted that he knew the provisions of the
12 Settlement Agreement prevented him from disclosing confidential information but
13 that the Church was not subject to those provisions. Indeed, during his deposition,
14 Armstrong expressed the extreme displeasure which he claimed to have felt with
15 his own attorney when that attorney showed him the Agreement, which, as
16 Armstrong read it, "says on its face they can continue to attack you with impunity,
17 Mr. Armstrong." [Sep.St.No. 15.] Nonetheless, Armstrong signed the Agreement:

18 Q. And at the time you got that agreement you recognized
19 that problem with it, that it didn't prohibit them from
20 saying whatever they wanted about you; right?

21 A. Well, I also understood from basic understanding and
22 from talking to Michael Flynn that as soon as they open
23 their mouth and say one word, they've waived it, you
24 have a new unit of time, they've violated it, that's it,
25 you're free to talk, you can respond because you cannot,
26 this does not have to do with future acts.

27 It does not say specifically they are free to, they will
28 interpret it that way.

29 [Id.]

30 In fact, Armstrong has testified that he did not believe when he signed the
31 Agreement that the Church would be able to enforce the Agreement, and obtain
32 what they had bargained for, because the provisions of the Agreement "were not

1 reciprocal" and, in Armstrong's mind, did not bind the Church. [Sep.St.No. 15.] In
2 opposing plaintiff's motion for preliminary injunction, Armstrong argued specifically
3 that the non-disclosure provisions were not binding on the Church: "Paragraph 7D
4 prohibited Armstrong from speaking to others about Scientology, but does not
5 prohibit Scientology from talking to others about Armstrong." [Id.]

6 **C. Armstrong May Not Rely On His Belief That The**
7 **Settlement Agreement Was Reciprocal**

8 It is anticipated that Armstrong will attempt to create material issues of
9 facts as to his (mistaken) "belief" that the Settlement Agreement was "reciprocal."
10 However, that approach must be rejected for two reason. First, Armstrong cannot
11 claim a mistake of law. In Haviland v. Southern California Edison Co. (1916) 172
12 Cal. 601, the plaintiff claimed that he was deceived into the belief that the release
13 he signed was not binding,

14 "... or, in other words, that it did not mean what it said." The Supreme Court
15 rejected that argument stating that:

16 The plaintiff knew that he was signing a [document]
17 which, by its plain terms, released defendant from
18 liability. He was under no misapprehension regarding its
19 language or its meaning.

20 Id. at 609.

21 It is well settled that misrepresentations of the legal interpretation of a
22 contract, at least where there is no relation of trust or confidence between the
23 parties, do not amount to fraud, and will not furnish a ground for rescission of a
24 contract. See, Id. at 608. The Haviland court noted that if the kind of evidence
25 adduced by plaintiff could be regarded as sufficient to establish a mistake of law,
26 "... there would be little binding force in written agreements, knowingly and
27 voluntarily executed by competent parties in full possession of the facts." Id. at
28 610.

29 In this case, Armstrong has alleged that his attorney told him that he had
30 expressed to the Church's attorneys that the document was unenforceable and

1 that allegedly they agreed. Yet Paragraph 18(B) of the document states that the
2 parties "... acknowledge that they have not made any statement, representation or
3 promise to the other party regarding any fact material to this Agreement except as
4 expressly set forth herein." Moreover, the Church and Armstrong were negotiating
5 an arm's length transaction, and as in Haviland, Armstrong cannot now claim
6 mistake of law since he was under no misapprehension that the contract did not
7 state the Church was bound by any of the promises Armstrong clearly would be
8 held to.

9 Second, if Armstrong fails to show a triable issue of fact with respect to the
10 Church's defense or that the breach of contract element exists, no amount of
11 factual conflicts upon other aspects of the case will affect the result and the
12 motion for summary judgment should be granted. (Emphasis Added.) Frazier,
13 Dame, Doherty, Parrish & Hanawalt v. Bocardo, Blum, Lull, Niland, Terlink & Bell
14 (1977) 70 Cal.App.3d 331, 338. The Settlement Agreement speaks for itself.
15 There is no language in the Settlement Agreement barring the Church or the other
16 cross-defendants from referring to Armstrong in communications with the press or
17 in pleadings and declarations.

18 Extrinsic evidence is admissible to interpret the instrument, but not to give it
19 a meaning to which it is not readily susceptible, and it is the instrument itself that
20 must be given effect. Parsons v. Bristol Development Co. (1965) 62 Cal.2d 861,
21 865. Armstrong cannot refute the clear language of the contract which he signed
22 and under which he acknowledged that the Settlement Agreement "contained the
23 entire agreement between the parties," that he entered into the agreement "freely,
24 voluntarily, knowingly and willingly, without threats, intimidation or pressure...",
25 that he carefully read the agreement and understood its contents, that he received
26 independent legal counsel from his attorneys, and that there were no collateral
27 agreements except what was expressly stated in the contract. [Sep.St.Nos. 3-9,
28 16.]

1 It is solely a judicial function to interpret a written instrument unless the
2 interpretation turns upon the credibility of extrinsic evidence. Id. The only
3 possible extrinsic evidence would be Armstrong's contention that the Settlement
4 Agreement actually meant something that it does not say. Armstrong admitted he
5 knew the Settlement Agreement did not subject cross-defendants to any
6 confidentiality provisions, and in fact, it does not. Therefore, summary
7 adjudication of the Breach Claim in favor of the Church is required.

8 **IV. THE SECOND CAUSE OF ACTION FOR ABUSE OF PROCESS MUST**
9 **BE DISMISSED BECAUSE THE ALLEGED ACTS ARE EITHER OUTSIDE**
10 **THE ONE-YEAR STATUTE OF LIMITATIONS OR THERE IS NO**
11 **MISUSE OF PROCESS**

12 The Second Cause of Action for Abuse of Process is inadequate for the
13 following reasons: (1) the alleged pre-July 22, 1991 conduct is precluded by the
14 one-year statute of limitations; (2) the alleged post-July 22, 1991 conduct is either
15 (a) privileged pursuant to Civil Code Section 47(2) and/or (b) does not involve the
16 use of "process" for an "ulterior purpose."³

17 The original Cross-Complaint was filed on July 22, 1992; an amended
18 version was filed on or about October 7, 1992. As will be discussed, conduct
19 occurring before July 22, 1991 is precluded by the applicable limitations statute.

20 Armstrong alleges that the Church abused the process of the court in
21 Armstrong I, in the present lawsuit, and in other litigation, with the ulterior motive
22 to suppress evidence, obstruct justice, assassinate cross-complainant's reputation,
23 and to retaliate against cross-complainant in the lawsuits. Cross-complaint at ¶¶

24
25 ³ The Church does not, by the making of this motion, admit that any of the
26 conduct alleged by Armstrong actually occurred; indeed, the bulk of the pre-1991
27 acts which Armstrong alleges are demonstrable figments of his fertile imagination.
28 For the purposes of this motion, however, any factual dispute as to these
allegations is irrelevant; even as alleged, they do not state a claim for abuse of
process.

1 65 and 66. There are no allegations even inferring that the Church used the
2 process of the Court to somehow pressure Armstrong for some collateral purpose.
3 The only "purpose" alleged is that the Church wanted to "attack" Armstrong and
4 prevent him "from being able to take any effective action to protect himself." Yet
5 there are no allegations explaining what advantage the Church supposedly gained.

6 **A. The Conduct Alleged To Have Occurred Before July 22, 1992 Is**
7 **Precluded by the Statute of Limitations**

8 The one-year statute of limitations pursuant to Code of Civil Procedure
9 section 340 applies to a cause of action for abuse of process. Thornton v. Rhoden
10 (1966) 245 Cal.App.2d 80, 95, 53 Cal.Rptr. 706, 717. In Thornton, the plaintiff
11 alleged that defendant had abused process by taking, transcribing and filing a
12 deposition in which the defendant made false and defamatory claims. The
13 deposition was taken and transcribed more than one year before the action for
14 abuse of process was filed, and filed one year exactly before the filing of the abuse
15 of process complaint. The Court of Appeal found that the alleged taking and
16 transcribing of the deposition were beyond the statute, and could not be
17 considered part of the plaintiff's abuse of process claim. Id.⁴

18 Here, alleged conduct which purportedly occurred prior to July 22, 1991 is
19 similarly beyond the statute of limitations, and any abuse of process claim which
20 could possibly attach to those claims (and the Church considers that none could) is
21 time-barred. On the face of the cross-complaint, the conduct alleged in paragraphs
22 13, 14, 15 through 24; 26 and 27; 29 and 30; 33 through 38; 40; 43 through 48
23 and 57, are alleged to have occurred before July 22, 1991.⁵ Accordingly, the

24
25 ⁴ The court went on to hold that defendant's actions were privileged, and
26 "even if we disregard the privilege, it is obvious that just taking the ordinary steps
27 in connection with the taking, transcribing and filing of the deposition cannot be an
28 abuse of process." 53 Cal.Rptr. at 720.

⁵ Moving parties do not waive their right to assert that some or all of the
conduct alleged in the foregoing paragraphs cannot be a basis for an abuse of

1 conduct alleged in those paragraphs is barred by the statute of limitations.

2 **B. The Conduct Post-July 22, 1991 Cannot Be the Basis For An Abuse**
3 **of Process Claim Because It is Either Not a Use of Process And/Or Is**
4 **Privileged.**

5 **1. Conduct Not Constituting Use of Process**

6 The tort of abuse of process has two elements. First, there must be
7 wrongful use of process, not merely a request for an initiation of process; and
8 second, the act complained of must involve the use of process. (Emphasis in
9 original.) Adams v. Superior Court (1992) 2 Cal.App.4th 521, 530 citing
10 generally, Prosser & Keeton, Torts (5th Ed. 1984) Abuse of Process § 121, pp.
11 897-898. As explained in Adams:

12 Process is action taken pursuant to judicial authority. It is not action
13 taken without reference to the power of the court. Thus, serving
14 upon plaintiff of false notice that a bench warrant had been issued is
15 not process, because in making the false statement defendant took no
16 action pursuant to court authority. (citations omitted.) [¶] Merely
17 obtaining or seeking process is not enough; there must be subsequent
18 abuse, by a misuse of the judicial process for a purpose other than
19 that which it was intended to serve. (Citations omitted.)

20 Id. The improper purpose usually takes the form of coercion to obtain a collateral
21 advantage, not properly involved in the proceeding itself, such as a surrender of
22 property, or the payment of the money by the use of the process as a threat or a
23 club. Czap v. Credit Bureau of Santa Clara Valley (1970) 7 Cal.App.3d 1, 5 citing
24 Prosser, Torts at p. 877. There is, in other words, a form of extortion, and it is
25 what is done in the course of negotiation, rather than the issuance or in the formal
26 use of the process itself, which constitutes the tort. Id.

27 In other words, as explained in Adams:

28 The gist of the tort is the improper use of the process after it is
issued. (Citations omitted.) Here all that is described is a motion to
prevent reduction of felonies to misdemeanors. That motion did not
result in the issuance of any process of the court which was then
abused. It produced no active judicial authority, no writ or order
which was then misused. Privileged or not, such activity falls short of

process cause of action on other grounds.

1 the tort of abuse of process, which most generally consists of acts
2 exterior to the lawsuit, such as attempted extortion or pressure on a
debtor by misuse of court orders. (Emphasis in original.)

3 Adams v. Superior Court, supra, 2 Cal.App.4th at 531.

4 The conduct alleged in paragraphs 49, 51 and 55, although occurring after
5 July 22, 1991, falls far short of the requirements of a claim for abuse of process.

6 Paragraph 49: This paragraph merely alleges an exchange of documents
7 between a client and its counsel. There is no use of process claimed and none can
8 be inferred from the allegation.

9 Paragraph 51: Armstrong alleges here that the Church placed Armstrong
10 under surveillance by private investigators after Armstrong began to breach the
11 Settlement Agreement. Again, there is no process involved.

12 Paragraph 52: Finally, Armstrong pleads that the Church filed declarations
13 about him in still another case in which he is not a party, Aznaran v. Church of
14 Scientology of California, et al., U.S.D.C. No. CV 88-1786 JMI(Ex) ("the Aznaran
15 case"). This is not a use of process.

16 Paragraph 55: The thrust of the allegations of this paragraph are that cross-
17 defendants' counsel refused to release persons other than Armstrong from non-
18 disclosure provisions contained in settlement agreements which those persons had
19 entered into. Once again, there is no process involved.

20 2. Privileged Conduct

21 Civil Code § 47(2) has been held to immunize defendants from tort liability
22 based on theories of abuse of process. Silberg v. Anderson (1990) 50 Cal.3d 205,
23 215. The judicial privilege applies if there is some reasonable connection between
24 the act claimed to be privileged and the legitimate objects of the lawsuit in which
25 that act took place. Adams v. Superior Court, supra, 2 Cal.App.4th at 529. The
26 privilege is broadly applied to protect most publications within lawsuits provided
27 there is some connection between the lawsuit and the publication. Id. Any doubt
28 as to whether the privilege applies is resolved in favor of applying it. Id.

1 Moreover, the mere filing of a complaint cannot constitute an abuse of process.
2 Drasin v. Jacoby & Meyers (1984) 150 Cal.App.3d 481, 485.

3 Paragraphs 53 and 54: In these paragraphs, Armstrong asserts that the
4 Church abused process by attempting to enforce the Settlement Agreement which
5 Armstrong signed in 1986, first by seeking to have the Agreement enforced by the
6 Court which, pursuant to the terms of the Agreement, continued to maintain
7 jurisdiction over the performance of the agreement, and then by filing a complaint
8 in this action. Finally, Armstrong asserts that the Church abused process by
9 seeking to have him held in contempt for wilful violations of a temporary
10 restraining order issued in March, 1992, by Judge Dufficy of the Marin County
11 Superior Court. As a matter of law, none of these actions could constitute an
12 abuse of process.

13 The motion to enforce the Settlement Agreement was filed by the Church
14 because, after spending the \$800,000 which he accepted to settle his claims,
15 Armstrong began, in July, 1991, to openly and admittedly breach the provisions of
16 the Settlement Agreement in which Armstrong had promised not to aid other
17 litigants against the Church, and not to discuss his experiences concerning the
18 Church, absent lawful subpoena.⁶ [Sep.St.No. 19, 21.] That motion was brought
19 in the settled action because the Settlement Agreement provided that the Los
20 Angeles Superior Court would have continuing jurisdiction to enforce the
21 Settlement Agreement in the event of a breach. [Sep.St.No. 22, 24.] The Court
22 denied the Church's motion on the narrow ground that the Settlement Agreement
23 itself was insufficient to confer upon it continuing jurisdiction. The merits of the
24 motion were never reached. [Sep.St.No. 25.] Thereafter, the Church sought to

25
26 ⁶ For a complete description of Armstrong's breaches which compelled the
27 Church to take legal action, see the Church's separately-filed Motion for Summary
28 Adjudication of the Twelfth Cause of Action, the Memorandum of Points and
Authorities, Separate Statement of Undisputed Facts filed in support thereof,
incorporated herein by reference.

1 enforce the Agreement by filing the Complaint in the instant case. [Sep.St.No. 26.]

2 On May 28, 1992, the Honorable Ronald Sohigian issued a preliminary injunction
3 enforcing the Settlement Agreement, finding, inter alia, that the Church had
4 demonstrated a substantial probability of success on the merits, had been
5 irreparably harmed by Armstrong's breaches, and that the earlier denial of the
6 motion to enforce the settlement agreement on jurisdictional grounds did not
7 preclude the bringing of the action. [Sep.St.No. 31.] In taking these actions, the
8 Church had no motive other than to enforce the Agreement and recover damages
9 for its breach.

10 Under these circumstances, neither the motion to enforce nor the bringing of
11 this action could possibly be considered an abuse of process, no matter what ill
12 motive Armstrong attempts to graft onto the Church's actions. In order for an
13 action to constitute an abuse of process,

14 Some definite act or threat not authorized by the process, or
15 aimed at an objective not legitimate in the use of the process is
16 required; and there is no liability where the defendant has done
 nothing more than carry out the process to its authorized conclusion,
 even though with bad intentions.

17 Thornton v. Rhoden, supra, 53 Cal.Rptr. at 720.

18 Here, Armstrong has alleged nothing more than that the Church used legal
19 process to enforce the Settlement Agreement which he signed, and which the
20 Church has fully performed. Armstrong does not claim that the Church is, by its
21 actions, attempting to obtain anything other than that which the Church bargained
22 for in 1986. He makes no claim that the Church has used this action, or the
23 previous action, to seek to obtain any goal other than those plainly stated in the
24 moving papers and the Complaint: Armstrong's performance of the terms of the
25 contract whose benefits he has received. This falls precisely within the rule of the
26 Adams case. There, the court upheld the sustaining of a demurrer to a claim for
27 abuse of process because it found that the motion brought by the defendant was
28 not an act exterior to the lawsuit, or brought to exert undue pressure by misuse of

1 a court's orders.

2 So, here, Armstrong's post-settlement dislike of the terms of the Settlement
3 Agreement, his mischaracterization of them, and his arguments that they are
4 somehow "unfair" or "improper" are immaterial. The Church is not seeking any
5 collateral objective by moving to enforce the Settlement Agreement, or by bringing
6 an action to enforce it. It seeks only to enforce the Settlement Agreement. Abuse
7 of process does not lie for the filing of an action for breach of contract. See,
8 Drasin v. Jacoby & Meyers, supra.

9 Armstrong's assertion that the Church's filing of a request for an Order to
10 Show Cause Re: Contempt for Armstrong's violation of the temporary restraining
11 order issued by Judge Dufficy violated process is equally unavailing. Judge Dufficy
12 ordered the action moved from Marin County to Los Angeles County, but only after
13 issuing a temporary restraining order prohibiting Armstrong from further breaching
14 the Settlement Agreement. [Sep.St.No. 27.] Before the file was moved to Los
15 Angeles, but after the TRO was issued, Armstrong discussed his experiences with
16 the Church for hours with attorneys for litigants against protected entities, and
17 gave interviews to the press in which he also disclosed his experiences with the
18 Church. [Sep.St.No. 28.] The Church argued in its moving papers that each of
19 these activities violated the TRO. [Sep.St.No. 29.] The Marin Court did not rule
20 on the merits of the Church's motion, but simply instructed the Church to re-file it
21 in Los Angeles. [Sep.St.No. 30.]⁷ Again, the Church was plainly and obviously
22 seeking only the object of its lawful litigation, and not acting with any collateral
23

24 ⁷ Once in Los Angeles, the Church concentrated its attention on obtaining a
25 preliminary injunction, rather than on obtaining a conviction of Armstrong for
26 contempt of the TRO. [Sep.St.No. 31.] However, Armstrong's contemptuous
27 disregard for court orders has not gone unnoticed; on December 31, 1992, the
28 Church sought and obtained an Order to Show Cause Re: Contempt against
Armstrong for deliberate violations of the Preliminary Injunction, which is set for
hearing on March 5, 1993.

1 purpose. Indeed, the Church has openly and obviously sought, throughout this
2 entire litigation, merely to obtain the benefits of its bargain with Armstrong. His
3 present dislike for his negotiated terms does not render a lawful action in pursuit of
4 them "abuse of process."

5 Applying the privilege broadly, as this Court must, most certainly the Church
6 was privileged to make the motion to enforce the Settlement Agreement, to file
7 this lawsuit and to seek an order of contempt.

8 Paragraph 50: The "conduct" is an allegedly false allegation in a complaint
9 by cross-defendants against the IRS that Armstrong was involved in plans to take
10 over cross-defendants' organization. As set forth above, the mere filing of a
11 complaint cannot constitute abuse of process. Drasin, supra.

12 Even assuming, arguendo, that the quoted statements concerning Armstrong
13 were false (and they were not), the statements are absolutely privileged. "[A]n
14 attorney at law is absolutely privileged to publish false and defamatory matters ...
15 during the course and as a part of a judicial proceeding in which he participates as
16 counsel, if it has some relation thereto." Friedman v. Knecht (1967) 248
17 Cal.App.2d 455, 460. The defamatory matter must have "some reference to the
18 subject matter of the pending litigation, although it need not be strictly pertinent or
19 relevant to any issue involved therein..." Id. The complaint to which Armstrong
20 refers is a complaint concerning an illegal criminal investigation launched by the LA
21 CID against the Church in 1984. The allegation of which Armstrong complains is
22 one of eighty which set forth in detail the constitutional violations occasioned by
23 the CID investigation. The use of Armstrong as an informant and conspirator is
24 obviously relevant to the causes of action set forth in the complaint. [Sep.St.No.
25 32-33.]

26 Paragraph 52: Finally, Armstrong pleads that the Church filed declarations
27 about him in still another case in which he is not a party, Aznaran v. Church of
28 Scientology of California, et al., U.S.D.C. No. CV 88-1786-JMI(Ex) ("the Aznaran

1 case"). The declarations to which Armstrong refers were only filed after
2 Armstrong began working for the Aznarans' lawyers on the Aznaran case, and
3 describe telephone conversations between Armstrong and the Church's counsel
4 concerning the Aznaran case. Armstrong also filed his own declarations in the
5 Aznaran case. [Sep.St.No. 20, 21.] Armstrong thus interjected himself into the
6 Aznaran case as a purported witness and as a paralegal.⁸ As described above, the
7 declarations are privileged under Civil Code § 47(2). Moreover, there are no
8 allegations in the cross-complaint which indicate that the declarations were then
9 used for any improper purpose as to Armstrong. At most, and stretching, the
10 allegations sound in some form of defamation, also protected by the litigation
11 privilege.

12 V. CONCLUSION

13 Armstrong's Amended Cross-Complaint purports to allege claims for Breach
14 of Contract and Abuse of Process, but those claims cannot survive summary
15 adjudication. The undisputed facts show that the Church has not breached any
16 provision of the Settlement Agreement which constitutes the contract between the
17 parties. The bulk of the actions claimed by Armstrong to be "abuse of process"
18 are long barred by the statute of limitations; the remainder do not involve the use
19 or process at all, or are absolutely privileged, even if they occurred as they are
20 alleged. The Church is accordingly entitled to summary adjudication of the Second
21 and Third Causes of Action of the Amended Cross-Complaint.

22 Dated: March 3, 1993

WILSON, RYAN & CAMPILONGO

23
24 By: 
Andrew H. Wilson

25 Laurie J. Bartilson
26

27 ⁸ Armstrong is presently prohibited by the Preliminary Injunction from acting
28 as a paralegal on the Aznaran case.

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BOWLES & MOXON

**Attorneys for Plaintiff
Counter-Defendant CHURCH OF SCIENTOLOGY
INTERNATIONAL**

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On March 3, 1993, I served the foregoing document described as MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR SUMMARY ADJUDICATION on interested parties in this action by

[] placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

Paul Morantz
P.O. Box 511
Pacific Palisades, CA 90272

[] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, 1993, at Los Angeles, California.

[X] **** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on March 3, 1993, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

CAROL C. NELSON

Type or Print Name

Carol Nelson

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss.

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On MARCH 3, 1993, I served the foregoing document described as MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR SUMMARY ADJUDICATION on interested parties in this action by

placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

placing the original a true copy thereof in sealed envelopes addressed as follows:

Ford Greene **By U.S. Mail & Fax**
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Paul Bradford

Type or Print Name

Paul Bradford

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: March 23, 1993

Honorable DAVID A. HOROWITZ

. Judge
. Deputy Sheriff
. C. S. L.S. ROBLES
B. CHARLINE HOWELL. Deputy Clerk
. Reporter
. E/R Monitor

8 C. AGUIRRE

BC052395

(Parties and Counsel checked if present)

CHURCH OF SCIENTOLOGY, ETC

Counsel For LAURIE BARTILSON (x)
Plaintiff ANDREW WILSON (x)

VS

GERALD ARMSTRONG

Counsel For FORD GREENE (x)
Defendant

NATURE OF PROCEEDINGS:

MOTION OF DEFENDANT, GERALD ARMSTRONG, FOR STAY OR IN THE ALTERNATIVE, FOR AN EXTENSION OF TIME TO OPPOSE MOTIONS FOR SUMMARY ADJUDICATION;

D, Mot for stay of proceedings GRANTED. The action is stayed under CCP 916. Counsel are ordered to report any decision by the Court of Appeal to this Department, in writing, within one day of the issuance of the opinion so that this Court may lift the stay.

"...an appeal stays proceedings in the trial court upon the order appealed from or upon the matters embraced therein or affected thereby..." CCP 916. As the Church has stated in its Summary Adjudication motions, "The facts are undisputed, however, that Armstrong has breached the Agreement repeatedly and deliberately. Because of these breaches, a preliminary injunction was issued by the Court on May 28, 1992." Obviously, the validity of the Agreement is the basis for the preliminary injunction. One of the basis for the appeal is an attack on the legality and validity of the Agreement.

The central issue of this case is the legality and validity of the Agreement. The Court of Appeal could certainly reach that issue in its determination of the validity of the injunction. If it does, that ruling could be determinative of many of the issues of this case. It makes no sense to proceed with this matter until the Court of Appeal makes its ruling.

Any and all matters set in this department, including but not limited to the Motions set for 3/31/93, the Final Status Conference of 4/23/93 and the Trial of 5/3/93, are each advanced and vacated.

Defendant shall give notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/06/93		DEPT. 30
HONORABLE DAVID HOROWITZ	JUDGE	S. ROBLES
HONORABLE	JUDGE PRO TEM	DEPUTY CLERK
C. AGUIRRE, CSL	Deputy Sheriff	ELECTRONIC RECORDING MONITOR
		B. CHARLINE HOWELL Reporter

8:30 am	BC084642 CHURCH OF SCIENTOLOGY INT'L VS GERALD ARMSTRONG, ET AL R/T BC 052395 (Stayed pending Outcome of Appeal)	Plaintiff LAURIE J. BARTILSON (x) Counsel ANDREW H. WILSON (x) Defendant FORD GREENE (x) Counsel
---------	---	---

NATURE OF PROCEEDINGS:

MOTION OF DEFENDANTS GERALD ARMSTRONG AND THE GERALD ARMSTRONG CORPORATION TO STRIKE FIRST AMENDED COMPLAINT;

The instant action is ordered consolidated into BC052395, Church of Scientology VS. Armstrong, Gerald which is pending in this court.

The action, including the Motion to Strike, is stayed pending ruling from the Court of Appeals.

No Sanctions.

Defendant shall give notice.

MINUTES ENTERED 10/06/93 COUNTY CLERK



1 Ford Greene, Esquire
California State Bar No. 107601
2 HUB LAW OFFICES
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
Telephone: (415) 258-0360

4 PAUL MORANTZ, ESQ.
5 P.O. Box 511
Pacific Palisades, CA 90272
6 (213) 459-4745

7 Attorneys for Defendant
GERALD ARMSTRONG
8
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES
12

13 CHURCH OF SCIENOTOLOGY)
14 INTERNATIONAL, a California)
not-for-profit religious)
15 corporation;)

16 Plaintiffs,)

17 vs.)

18 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)

19 Defendants.)
20)
21)

22 GERALD ARMSTRONG,)

23 Cross-Complainant,)

24 - vs-)

25 CHURCH OF SCIENOTOLOGY)
INTERNATIONAL, a California)
26 Corporation, CHURCH OF)
SCIENOTOLOGY OF CALIFORNIA, a)
California Corporation,)
27 RELIGIOUS TECHNOLOGY CENTER, a)
California Corporation,)
28 CHURCH OF SPIRITUAL)

No. BC 052395

CROSS-COMPLAINT FOR DECLARATORY
RELIEF, ABUSE OF PROCESS, AND
BREACH OF CONTRACT

COPY

1 TECHNOLOGY,)
)
 2 a California Corporation,)
 AUTHOR SERVICES, INCORPORATED,)
 3 a California Corporation,)
 AUTHOR'S FAMILY TRUST, ESTATE)
 4 OF L. RON HUBBARD, DAVID)
 MISCAVIGE, NORMAN STARKEY)
 5 and DOES 1 through 100,)
 inclusive,)
 6)
 Cross-Defendants.)
 7)
)

8 Cross-Complainant GERALD ARMSTRONG alleges as follows:
 9

10 PARTIES

11 1. Cross-Complainant GERALD ARMSTRONG, hereinafter,
 "ARMSTRONG," is a resident of Marin County, California.

12 2. Cross-Defendants CHURCH OF SCIENTOLOGY
 13 INTERNATIONAL, hereinafter "CSI," CHURCH OF SCIENTOLOGY OF
 14 CALIFORNIA, hereinafter "CSC," RELIGIOUS TECHNOLOGY CENTER,
 15 hereinafter "RTC," CHURCH OF SPIRITUAL TECHNOLOGY, hereinafter
 16 "COST," and AUTHOR SERVICES, INCORPORATED, hereinafter "ASI," are
 17 corporations organized and existing under the laws of the State of
 18 California, having principal offices and places of business in
 19 California and doing business within the State of California
 20 within the territorial jurisdiction of this Court.

21 3. Cross-Defendants AUTHOR'S FAMILY TRUST, hereinafter
 22 "AFT," and ESTATE OF L. RON HUBBARD, hereinafter "ERH," are
 23 entities that are residents of the State of California.

24 4. Cross-Defendant DAVID MISCAVIGE, hereinafter
 25 "MISCAVIGE," is an individual domiciled in the State of
 26 California.

27 5. Cross-Defendant NORMAN STARKEY, hereinafter
 28

1 "STARKEY," is an individual domiciled in the State of California.

2 6. At all times herein mentioned, each Cross-Defendant
3 was the agent, employee or coconspirator of each of the remaining
4 Cross-Defendants, and in doing the things herein mentioned, each
5 Cross-Defendant was acting within the course and scope of its
6 employment and authority as such agent/
7 representative/employee/coconspirator, and with the consent of the
8 remaining Cross-Defendants.

9 7. Corporate Cross-Defendants named in paragraph 2,
10 above, are subject to a unity of control, and the separate alleged
11 corporate structures were created as an attempt to avoid payment
12 of taxes and civil judgments and to confuse courts and those
13 seeking redress for these Cross-Defendants' acts. Due to the
14 unity of personnel, commingling of assets, and commonality of
15 business objectives, these Cross-Defendants' attempts at
16 separation of these corporations should be disregarded.

17 8. The designation of Cross-Defendants as "churches"
18 or religious entities is a sham contrived to exploit the
19 protections of the First Amendment of the United States
20 Constitution and to justify their criminal, tortious and
21 antisocial acts against ARMSTRONG and their other victims. Cross-
22 Defendant corporations are an international, money-making,
23 politically motivated enterprise which subjugates and exploits its
24 employees and customers with coercive psychological techniques,
25 threat of violence and blackmail. Cross-Defendant corporations,
26 CSI, CSC, RTC, COST and ASI act as one organization and are termed
27 hereinafter as the "ORG."

28 9. Cross-Defendant MISCAVIGE controls and operates the

1 ORG and uses it to enforce his orders and carry out his attacks on
2 groups, agencies or individuals, including the acts against
3 ARMSTRONG alleged herein.

4 10. Cross-Defendant entities AFT and ERH derive
5 financial benefit from the ORG, participate in its acts against
6 groups, agencies or individuals, including ARMSTRONG, and
7 participate in MISCAVIGE's and the ORG's efforts to avoid payment
8 of taxes and civil judgments and to confuse courts and persons
9 seeking redress of grievances against MISCAVIGE and the ORG.

10 11. Cross-Defendant STARKEY controls and operates AFT
11 and ERH and uses them in conspiracy with MISCAVIGE to carry out
12 their attacks on groups, agencies or individuals, including the
13 acts against ARMSTRONG alleged herein.

14 12. Cross-Defendants DOES 1 through 100, inclusive, are
15 sued herein under such fictitious names for the reason that the
16 true names and capacities of said Cross-Defendants are unknown to
17 ARMSTRONG at this time; that when the true names and capacities of
18 said Cross-Defendants are ascertained ARMSTRONG will ask leave of
19 Court to amend this Cross-Complaint to insert the true names and
20 capacities of said fictitiously named Cross-Defendants, together
21 with any additional allegations that may be necessary in regard
22 thereto; that each of said fictitiously named Cross-Defendants
23 claim that ARMSTRONG has a legal obligation to Cross-Defendants by
24 virtue of the facts set forth below; that each of said
25 fictitiously named Cross-Defendants is in some manner legally
26 responsible for the acts and occurrences hereinafter alleged.

27 ///

28 ///

1 FACTUAL ALLEGATIONS

2 13. From 1969 through 1981 ARMSTRONG was a
3 Scientologist who devoted his life to Scientology founder, L. Ron
4 Hubbard, the ideals he proclaimed and the Scientology organization
5 he claimed to have built to promulgate those ideals. After
6 leaving Hubbard's and the organization's employ and control in
7 December 1981, ARMSTRONG was declared by the ORG a "Suppressive
8 Person," or "SP," which designated him an "enemy," and became the
9 target of Hubbard's policy of "Fair Game," which states:

10 "ENEMY - SP Order. Fair Game. May be deprived of
11 property or injured by any means by any
12 Scientologist without any discipline of the
13 Scientologist. May be tricked, sued or lied to or
14 destroyed." (Hubbard Policy Letter 18 October, 1967,
15 "Penalties for Lower Conditions.")

16 The ORG, using Cross-Defendant herein CSC as Plaintiff, filed a
17 lawsuit, No. C 420153, in the Los Angeles Superior Court against
18 ARMSTRONG on August 2, 1982. ARMSTRONG filed a Cross-Complaint
19 against Cross-Defendants CSC and L. RON HUBBARD September 17,
20 1982, and a Third Amended Cross-Complaint against Cross-Defendants
21 CSC, CSI, RTC and L. RON HUBBARD July 1, 1983. The Complaint and
22 the Cross-Complaint thereto, hereinafter referred to together as
23 Armstrong I, were bifurcated and the underlying Complaint was
24 tried without a jury in 1984. A Memorandum of Intended Decision
25 was rendered by Judge Paul G. Breckenridge, Jr. June 20, 1984 and
26 entered as a Judgment August 10, 1984. The ORG appealed.

27 14. During the Armstrong I litigation the ORG carried
28 out a massive and international campaign of Fair Game against

1 ARMSTRONG and his lawyer, Michael J. Flynn of Boston,
2 Massachusetts, hereinafter "Flynn," who had been the prime mover
3 in much of the anti-ORG-related litigation throughout the United
4 States. Acts against ARMSTRONG pursuant to Fair Game included
5 assault, an attempted staged highway accident, attempted
6 entrapment, theft of private papers and original artwork,
7 dissemination of information from his confidential "counseling"
8 records, filing false criminal charges on at least five occasions,
9 global defamation, threat of murder, and illegal electronic
10 surveillance. ARMSTRONG learned during the period he was
11 represented in the litigation by Flynn that Fair Game acts against
12 Flynn included attempted murder, theft of private papers, threats
13 against his family, defamation, thirteen frivolous lawsuits,
14 spurious bar complaints, and framing with the forgery of a
15 \$2,000,000 check on a bank account of L. Ron Hubbard.

16 15. In the fall of 1986, while working as a paralegal
17 in the Flynn firm, ARMSTRONG was aware that settlement talks
18 involving all the ORG-related cases in which Flynn was either
19 counsel or party were occurring in Los Angeles, California between
20 Flynn and the ORG. Such talks had occurred a number of times over
21 the prior four years. On December 5, 1986 ARMSTRONG was flown to
22 Los Angeles, as were several other of Flynn's clients with claims
23 against the organization, to participate in a "global settlement."
24 Prior to flying to Los Angeles, ARMSTRONG had reached an agreement
25 with Flynn on a monetary figure to settle Armstrong I, but did not
26 know any of the other conditions of settlement.

27 16. After ARMSTRONG's arrival in Los Angeles, Flynn
28 showed him a copy of a document entitled "Mutual Release of All

1 Claims and Settlement Agreement," hereinafter "the settlement
2 agreement," and some other documents including affidavits, and was
3 advised by Flynn that he was expected to sign them all. Upon
4 reading the settlement agreement ARMSTRONG was shocked and
5 heartsick. (ARMSTRONG hereby waives the attorney-client privilege
6 between him and Flynn only as to their conversations concerning
7 the settlement agreement, the settlement and post-settlement
8 events.) ARMSTRONG told Flynn that the condition of "strict
9 confidentiality and silence with respect to his experiences with
10 the" ORG, since it involved over seventeen years of his life was
11 impossible to perform. ARMSTRONG told Flynn that the liquidated
12 damages clause was outrageous; that pursuant to the agreement
13 ARMSTRONG would have to pay \$50,000.00 if he told a medical
14 doctor or psychologist about his experiences from those years, or
15 if he put on a job resume what positions he had held during his
16 organization years. He told Flynn that the requirements of non-
17 amenability to service of process and non-cooperation with persons
18 or organizations adverse to the ORG were obstructive of justice.
19 He told Flynn that agreeing to leave the ORG's appeal of the
20 Breckenridge decision and not respond to any subsequent appeals
21 was unfair to the courts and all the people who had been helped by
22 the decision. ARMSTRONG told Flynn that an affidavit the ORG was
23 demanding that he sign was false, that there had been no
24 management change, that pre-clear folders were still being culled
25 (as his had been in mid-1986), and that he had the same
26 disagreements with the ORG's Fair Game policies and actions, which
27 had continued without change up to that date. ARMSTRONG told
28 Flynn that he was being asked to betray everything and everyone he

1 had fought for against organization injustice.

2 17. In answer to ARMSTRONG's objections to the
3 settlement agreement Flynn said that the silence and liquidated
4 damages clauses, and anything which called for obstruction of
5 justice were "not worth the paper they [were] printed on." Flynn
6 stated that representation a number of times and in a number of
7 ways; e.g., that ARMSTRONG could not contract away his
8 Constitutional rights; that the conditions were unenforceable.
9 Flynn stated that he had advised the ORG's lawyers that those
10 conditions in the settlement agreement were not worth the paper
11 they were printed on, but that the ORG, nevertheless, insisted on
12 their inclusion and would not agree to any changes. Flynn pointed
13 out to ARMSTRONG the clauses in the settlement agreement
14 concerning his release of his claims against the ORG and the ORG's
15 release of its claims against ARMSTRONG and stated that they were
16 the essential elements of the settlement and what the organization
17 was paying for.

18 18. Flynn also stated to ARMSTRONG at that time that he
19 was sick of the litigation and the threats to him and his family,
20 and that he wanted to get out. Flynn stated that all the people
21 involved in his side of the ORG-related litigation were sick of it
22 and wanted to get on with their lives. He said that as a
23 condition of settlement he and his co-counsels in the ORG-related
24 litigation had agreed to not become involved in that litigation in
25 the future. Flynn conveyed to ARMSTRONG a hopelessness concerning
26 the inability of the courts of this country to deal with the ORG,
27 its lawyers and their contemptuous abuse of the justice system.
28 Flynn told ARMSTRONG that if he didn't sign the documents all he

1 had to look forward to was more years of harassment and misery.
2 When ARMSTRONG expressed his continuing objections to the
3 settlement agreement, Edward Walters, whom Flynn had kept present
4 in the room during this discussion with ARMSTRONG, and who was
5 another of Flynn's clients and a participant in the settling of
6 Flynn's ORG-related litigation, yelled at ARMSTRONG accusing him
7 of killing the settlement for everyone, that everyone else had
8 signed or would sign, and that everyone else wanted the
9 settlement. Flynn told ARMSTRONG that the ORG would only settle
10 with everyone together; otherwise there would be no settlement.
11 Flynn did agree to ask the ORG to include a clause in ARMSTRONG's
12 settlement agreement allowing him to keep his creative works
13 relating to L. Ron Hubbard or the organization.

14 19. Flynn stated to ARMSTRONG that a major reason for
15 the settlement's "global" form was to give the ORG the opportunity
16 to change its combative attitude and behavior by removing the
17 threat he and his clients represented to it. He said that the ORG
18 wanted peace and unless ARMSTRONG signed the ORG's documents there
19 would be no peace. Flynn stated that the ORG's attorneys had
20 promised that the affidavit ARMSTRONG considered false would only
21 be used by the ORG if ARMSTRONG began attacking it after the
22 settlement. Since ARMSTRONG had no intention of attacking the
23 ORG, and wanted peace for all, he understood that the offensive
24 affidavit would never see the light of day.

25 20. During ARMSTRONG's meeting with Flynn he found
26 himself facing a dilemma. If he refused to sign the settlement
27 agreement and affidavit all the other settling litigants, many of
28 whom had already been flown to Los Angeles in anticipation of a

1 settlement, would be extremely disappointed and would continue to
2 be subjected to organization harassment for an unknown period of
3 time. ARMSTRONG had been positioned as a deal-breaker and led to
4 believe he would lose the support of some, if not all, of the
5 settling claimants, several of whom were key witnesses in his case
6 against the ORG. ARMSTRONG was led to believe that all the
7 lawyers involved in his case desperately wanted out of the ORG-
8 related litigation, and should he not sign the settlement
9 documents would become unhappy and unwilling in their
10 representation of him, which prospect he found very distressing.
11 ARMSTRONG reasoned that, on the other hand, if he did sign the
12 settlement documents all his co-litigants, some of whom he knew to
13 be in financial trouble, would be happy, the stress they felt
14 would be reduced and they could get on with their lives.
15 ARMSTRONG believed that Flynn and his other lawyers would be happy
16 and the threat to them and their families removed. ARMSTRONG
17 believed that the ORG would have the opportunity its lawyers said
18 it desired to clean up its act, start anew and live peacefully.
19 ARMSTRONG was happy to have the litigation end, to have the
20 opportunity to get on with the next phase of his life, to have the
21 financial wherewithal to do so, to not have to testify in all the
22 litigation and to not have to respond to the media's frequent
23 questions. Thus, armed with Flynn's assurance that the conditions
24 he found so offensive in the settlement agreement were not worth
25 the paper they were printed on, and the knowledge that the ORG's
26 attorneys were also aware of that fact, ARMSTRONG put on a happy
27 face and on the following day went through the charade of a
28 videotaped signing. A true and correct copy of the settlement

1 agreement is attached hereto as Exhibit A.

2 21. On December 11, 1986, pursuant to stipulation,
3 Judge Breckenridge issued orders dismissing the Armstrong I Cross-
4 Complaint, directing that the settlement agreement be filed and
5 retained by the clerk under seal, releasing to the ORG all trial
6 exhibits and other documents which had been held by the clerk of
7 the Court, and sealing the entire Court file. Despite the Court's
8 specific order the ORG never filed the Settlement Agreement.

9 22. On December 18, 1986 the California Court of
10 Appeal, Second Appellate District, Division Three, issued an
11 unpublished opinion dismissing the ORG's appeal from the
12 Breckenridge decision on the ground that there would be no
13 appealable final judgment until after trial of the Armstrong I
14 Cross-Complaint. In the meantime, however, as described above,
15 the ORG had settled the Cross-Complaint with ARMSTRONG.

16 23. The ORG filed a Petition for Rehearing of its
17 appeal in the Court of Appeal, which was denied January 15, 1987;
18 then a Petition for Review by the California Supreme Court which
19 was denied March 11, 1987. On January 30, 1987 the ORG filed in
20 the Los Angeles Superior Court an "Unopposed Motion to Withdraw
21 Memorandum of Intended Decision," which Judge Breckenridge denied
22 February 2, 1987. On February 9, 1987 the ORG filed a Notice of
23 Appeal from the orders issued pursuant to stipulation by Judge
24 Breckenridge on December 11, 1986.

25 24. The ORG, and all Cross-Defendants herein, did not
26 desire peace from the December 1986 settlement with ARMSTRONG but
27 an advantage wherein they could continue to attack him without his
28 being able to respond. They removed his lawyers from defending

1 him, and used his lead lawyer, Flynn, as their agent to relay to
2 ARMSTRONG threats of litigation and to keep him from responding to
3 their attacks. Immediately following the settlement ORG
4 operatives contacted Beverly Rutherford, one of ARMSTRONG's
5 friends from his pre-Scientology past, to try to get information
6 from her concerning ARMSTRONG of a personal and embarrassing
7 nature to be used against him. Also immediately following the
8 settlement the ORG delivered a pack of documents concerning and
9 attacking ARMSTRONG to reporters Robert Welkos and Joel Sappell of
10 the Los Angeles Times. The ORG has continued from the date of the
11 settlement to collect intelligence information on ARMSTRONG, to
12 consider him an enemy and to treat him as Fair Game. The
13 settlement itself in intention, form, and effect was an act of
14 Fair Game.

15 25. Although contacted a number of times by the media
16 for statements concerning the ORG or Hubbard in the three years
17 following the settlement, ARMSTRONG did not make any public
18 statements during that period. He attempted to live peacefully
19 and did not respond to ORG attacks, notwithstanding the fact that
20 the attacks caused him great distress, had a great deleterious
21 effect on his life, and caused him to become hopeless about ever
22 really being left in peace by the ORG, its operatives and helots.

23 26. In the fall of 1987 ARMSTRONG received a document,
24 which had been created and circulated by the ORG to discredit
25 ARMSTRONG and writer Bent Corydon. In this document the ORG
26 accused ARMSTRONG of "numerous false claims and lies," of
27 "incompetence as a researcher," as having "stolen valuable
28 documents from [ORG] archives," and of being part of "a small

1 cabal of thieves, perjurers and disreputable sources." Such
2 statements were themselves lies, known to the ORG to be lies,
3 malicious, and intended to destroy ARMSTRONG's reputation and
4 credibility. In this document as well the ORG describes
5 ARMSTRONG's experiences in the organization as Hubbard's archivist
6 and biographical researcher, and discusses aspects of the
7 Armstrong I litigation, all in violation of the letter and spirit
8 of the settlement. The statements in this document concerning
9 ARMSTRONG caused him great emotional distress.

10 27. On October 7, 1987 ARMSTRONG received a call from
11 Flynn who relayed to him a message from Earle C. Cooley, a
12 principal ORG lawyer, concerning the then proceeding trial in the
13 case of Church of Scientology of California v. Russell Miller and
14 Penguin Books Limited in the High Court of Justice, Case No. 6140
15 in London, England. According to Flynn, Cooley stated that it had
16 been disclosed during the trial that Miller possessed documents in
17 violation of sealing orders in Armstrong I, and Cooley threatened
18 that if ARMSTRONG talked to any of the attorneys or parties
19 involved in the trial the ORG would view it as a breach of the
20 settlement agreement. ARMSTRONG took this message as a very real
21 threat, as an act of Fair Game, and was emotionally shocked by it.
22 ARMSTRONG did not know at that time that the ORG was filing
23 affidavits in the Miller case attacking him and accusing him of
24 the alleged sealing order violations.

25 28. In early 1988 ARMSTRONG received a number of
26 affidavits the ORG had filed in Miller, which accuse ARMSTRONG of,
27 inter alia, retaining documents in violation of a Los Angeles
28 Superior Court order, providing documents to Russell Miller in

1 violation of a court order, and violating court sealing orders.
2 The affidavits, moreover, accuse ARMSTRONG of being "an admitted
3 agent provocateur of the U.S. Federal Government who planned to
4 plant forged documents in [ORG] files which would then be "found"
5 by Federal officials in subsequent investigations as evidence of
6 criminal activity," and of intending to "plant forged documents
7 within the [ORG] and then using the contents to get the [ORG]
8 raided. All of the ORG's accusations regarding ARMSTRONG in the
9 affidavits filed in Miller are false, known by the ORG to be
10 false, malicious and intended to destroy ARMSTRONG's credibility.
11 The act of threatening ARMSTRONG with a lawsuit if he communicated
12 with attorneys in the Miller case while the ORG was filing
13 perjurious affidavits about him in that case is a criminal
14 obstruction of justice. This strategy caused and continues to
15 cause ARMSTRONG terrible emotional distress. It demonstrates the
16 ORG's hatred for ARMSTRONG, its cynical abuse of the processes of
17 justice, its unrelenting determination to destroy ARMSTRONG, its
18 complete disregard for the truth, and its disregard for
19 ARMSTRONG's mind, spirit or feelings. ARMSTRONG has proven over
20 and over to the ORG that its accusations are false, but the ORG
21 has not corrected the falsehoods wherever they have been uttered
22 or written but has continued to spread its lies about ARMSTRONG in
23 pathological defiance.

24 29. The ORG's affidavits filed in Miller also contain
25 descriptions of ARMSTRONG's experiences in the organization and
26 conditions of the settlement agreement. At the same time the ORG
27 demanded that ARMSTRONG not discuss his own experiences or
28 conditions of settlement on penalty of \$50,000.00 an utterance.

1 The ORG, while falsely accusing ARMSTRONG in Miller of sealing
2 order violations, itself filed documents in the case straight out
3 of the sealed Armstrong I file. These are samples of the ORG's
4 perversions of rationality, abuse of the legal process and
5 malicious duplicity that have continued as the ORG's modus
6 operandi in its legal relationship with ARMSTRONG since the
7 settlement. These perversions and abuses are intended, pursuant
8 to the ORG's policies of hatred in action, to bring about
9 ARMSTRONG's mental disintegration and total destruction. They are
10 conscious and premeditated acts by the ORG of Fair Game. These
11 acts have caused ARMSTRONG great anguish and threatened his peace
12 and capacity to live a normal life.

13 30. Also in October 1987 ARMSTRONG received a call from
14 a reporter from the London Sunday Times who advised him that ORG
15 representatives had given the newspaper a pack of documents
16 concerning him. The reporter said that the ORG representatives
17 were claiming that ARMSTRONG was an agent provocateur who tried to
18 plant forged documents in the organization and wanted to destroy
19 the scientology religion. The reporter also said that the ORG
20 representatives had given the newspaper a videotape of ARMSTRONG
21 they claimed showed him conspiring to overthrow ORG management.
22 ARMSTRONG was extremely distressed by what the reporter told him
23 the ORG had done; nevertheless he told the reporter that although
24 he considered the ORG's attacks violated the settlement agreement
25 he would not respond to them.

26 31. On December 21, 1988 ARMSTRONG received a call from
27 Flynn who relayed a message from Michael Lee Hertzberg, one of the
28 organization's leading lawyers. Flynn stated that Paul Morantz,

1 Bent Corydon's attorney in the case of Corydon v. CSI, Los Angeles
2 Superior Court case no. C 694401, had filed a motion to unseal the
3 Armstrong I court file. Judge Bruce R. Geernaert, who had
4 inherited the Armstrong I case after Judge Breckenridge retired,
5 allowed the unsealing. Flynn told ARMSTRONG that the ORG had
6 thirty days to appeal and wanted ARMSTRONG to file a pleading to
7 keep the court file sealed, and that if he didn't the "pig
8 document" would come out. This document, which was specifically
9 sealed by Judge Breckenridge in Armstrong I, was the recitation of
10 a dream ARMSTRONG had had in 1985. ARMSTRONG had sent it to Dan
11 Sherman, a writer ARMSTRONG had been led to believe in 1984, as a
12 result of an ORG intelligence operation, hereinafter "Armstrong
13 Operation," designed to entrap him and destroy his reputation, was
14 helping his writing career by critiquing his literary efforts.
15 Sherman, whom the ORG was controlling in the Armstrong Operation
16 through blackmail, turned ARMSTRONG's dream over to his ORG
17 handlers. The ORG filed the dream in Armstrong I as proof that
18 ARMSTRONG was "a pathetic and troubled individual who engaged in
19 one illegal or deviant act after another." Flynn also told
20 ARMSTRONG during his December 21 call that Hertzberg had said that
21 if ARMSTRONG didn't file a pleading it would unsettle the
22 settlement and that Hertzberg said he had a case on point. Flynn
23 told ARMSTRONG that Hertzberg said it would be bad for him; that
24 ARMSTRONG could have to give back the settlement money. Flynn
25 told ARMSTRONG that Hertzberg's message was "a veiled threat."
26 Although ARMSTRONG was grief-stricken by this threat he stated to
27 Flynn that his decision was to do nothing.

28 32. On December 27, 1988 ARMSTRONG spoke again by phone

1 with Flynn, who said that after Judge Geernaert's unsealing of the
2 Armstrong I court file the ORG filed a notice of appeal from the
3 Geernaert ruling and a petition for a writ of supersedeas,
4 claiming the file's sealing was consideration for settlement. In
5 his response Morantz had filed some settlement documents, a notary
6 seal from the State of Pennsylvania on which identified William
7 Franks, like ARMSTRONG a former organization executive and witness
8 in various ORG-related cases, as their source. Franks had sent
9 the documents to a lawyer to look at and that lawyer had sent them
10 to another lawyer who had given them to Morantz. Flynn said to
11 ARMSTRONG that the ORG has reacted, claimed to have "the smoking
12 gun," the proof of settlement agreement violations. Flynn said
13 that the ORG knew that during the previous summer Franks had spent
14 time with Richard and Vicki Aznaran, ORG executives who had
15 defected and filed a lawsuit against it, and the ORG had some
16 instance of Homer Schomer doing something three weeks before this
17 conversation with ARMSTRONG. Flynn advised ARMSTRONG that he was
18 going to file a pleading to say that the settlement documents
19 should remain sealed. ARMSTRONG said to Flynn that he felt the
20 file should be unsealed, that it would almost certainly be
21 unsealed at some point, but that he would not file a pleading at
22 that time. Around November 15, 1989 ARMSTRONG received from Toby
23 Plevin a copy of the document Flynn had filed against Armstrong's
24 wishes entitled "Response of Gerald Armstrong to Opposition Filed
25 By Real Party in Interest, Bent Corydon."

26 33. On October 11, 1989 ARMSTRONG was served with a
27 deposition subpoena duces tecum which had been issued by Toby
28 Plevin, an attorney representing Corydon in his litigation against

1 the ORG. Within a few days of this service Plevin called
2 ARMSTRONG to confirm that the deposition venue was acceptable and
3 advise him that the October 20 deposition date would probably be
4 changed, and to ask him for alternative dates which would be
5 convenient for him. ARMSTRONG spoke with Plevin two or three times
6 over the next week to set or cancel dates. During one
7 conversation Plevin informed ARMSTRONG that she had received "a
8 threatening letter" concerning ARMSTRONG's deposition from ORG
9 lawyer Lawrence Heller. Plevin read to ARMSTRONG parts of
10 Heller's letter in which he stated that it was inconceivable that
11 ARMSTRONG had any information relevant to Corydon's lawsuit, that
12 Plevin was seeking to breach the settlement agreement by
13 proceeding with ARMSTRONG's deposition, and that should it ever go
14 forward he would apply to the court for sanctions. At this point
15 ARMSTRONG realized that he was viewed as very important to both
16 sides in the Corydon litigation, that he was again intensely
17 involved with the ORG and could not avoid involvement.

18 34. On October 23, 1989 ARMSTRONG received a call from
19 Heller who stated that the ORG would seek a protective order to
20 prevent the deposition from going forward but that it probably
21 would anyway. Heller asked ARMSTRONG if he would have an attorney
22 at the deposition, and ARMSTRONG said that Michael Flynn did not
23 wish to be involved, that so far he did not have another attorney
24 for the deposition, and that it was likely that he would not.
25 Heller offered to have the ORG pay for an attorney for ARMSTRONG
26 to be present at the deposition. ARMSTRONG asked Heller if it
27 could be any attorney of his choice, and Heller stated that he
28 didn't see any problem but would need to ensure that the attorney

1 did what the ORG wanted. He said that to maintain the settlement
2 agreement ARMSTRONG could only answer questions by court order,
3 that ARMSTRONG should refuse to answer the deposition questions
4 and force Corydon to get an order from the court compelling
5 ARMSTRONG to answer. ARMSTRONG told Heller that he would think
6 about the problem and get some advice. Heller gave ARMSTRONG his
7 phone number and asked ARMSTRONG to call him back within two days.

8 35. Following his conversation with Heller, ARMSTRONG
9 called Flynn and informed him of Heller's call and offer. Flynn
10 said that Heller had called him earlier and offered to pay him to
11 attend ARMSTRONG's deposition to prevent his testifying. Flynn
12 said that he had refused Heller's offer and reiterated that he did
13 not wish to be involved in any way in ORG-related litigation.
14 ARMSTRONG confirmed with Flynn that nothing in the settlement
15 agreement proscribed his obtaining assistance or advice from
16 anyone currently involved in litigation against the ORG. ARMSTRONG
17 then called Plevin, told her of Heller's offer to have the ORG pay
18 for an attorney for him at the deposition, and asked her if she
19 and Corydon could match the offer. Plevin stated that she was a
20 sole practitioner, that she and Corydon were keeping his lawsuit
21 going "on a shoestring," and that even if they could afford it
22 they would not pay for an attorney for ARMSTRONG because it would
23 be unethical.

24 36. On October 25, 1989 ARMSTRONG called Heller to tell
25 him he considered it inappropriate for the ORG to pay for an
26 attorney for him. Heller told ARMSTRONG that he had a problem
27 with ARMSTRONG responding to deposition questions concerning such
28 things as L. Ron Hubbard's misrepresentations or ARMSTRONG's

1 period as Hubbard's archivist in the organization. Heller said he
2 wanted to have an attorney present to instruct ARMSTRONG not to
3 answer such questions so that Corydon would have to move to compel
4 an answer. Heller said that if the court ordered sanctions for
5 ARMSTRONG's refusal to answer, the ORG would indemnify him.
6 Heller said that ARMSTRONG had a contractual obligation to the
7 ORG, which it had paid a lot of money for, not to divulge
8 confidential information, and that if ARMSTRONG did answer
9 deposition questions he would have breached the settlement
10 agreement and may get sued. Heller said that he realized that
11 ARMSTRONG was in the middle and that his safest position was to
12 refuse to answer, make Corydon bring a motion to compel and let
13 the court be the final arbiter.

14 37. Heller's threats, the earlier threats and ORG post-
15 settlement attacks described above, ARMSTRONG's understanding of
16 his importance to and involvement with the ORG, and his knowledge
17 of the ORG, its fraud and Fair Game, moved him at that time to
18 protect himself by taking a stand against the ORG's antisocial
19 acts. ARMSTRONG's own lawyer, even though compromised, had
20 advised him that the restrictive conditions of the settlement
21 agreement were unenforceable, yet the ORG was attempting to
22 enforce them in a manner which was inconsistent with the spirit of
23 settlement. ARMSTRONG viewed the conditions and their attempted
24 enforcement as an ongoing obstruction of justice and violation of
25 his and others' Constitutional rights, and he began to assemble
26 documentation and prepare a declaration to oppose these ORG
27 abuses.

28 38. On November 1, 1989 Heller, on behalf of ORG entity

1 ASI, a defendant in Corydon, filed a motion "to Delay or Prevent
2 the Taking of Certain Third Party Depositions," relating to the
3 depositions of Homer Schomer and ARMSTRONG. Heller states in the
4 motion:

5 "One of the key ingredients to completing these
6 settlement, insisted upon by all parties involved, was
7 strict confidentiality respecting: (1) the Scientology
8 parishioner or staff member's experiences within the
9 Church of Scientology; (2) any knowledge possessed by
10 the Scientology entities concerning those staff members
11 or parishioners; and (3) the terms and conditions of the
12 settlements themselves."

13 39. On November 18, 1989 ARMSTRONG received a copy of a
14 videotape edited from illegal videotapes of him made in 1984 by
15 ORG intelligence operatives and used thereafter against him. This
16 copy had been given to the London Sunday Times, along with a
17 package of documents concerning ARMSTRONG by ORG operatives.
18 Taped to the video cassette was the business card of Eugene M.
19 Ingram, the ORG's private detective who had set up the illegal
20 videotaping. Ingram had also, in 1984, in a telephone call to
21 ARMSTRONG threatened to "put a bullet between [his] eyes." Ingram
22 is well-known by ORG victims as a vicious, dishonest bully, and is
23 reputed to have been thrown off the Los Angeles Police Department
24 for pimping, pandering and cocaine use.

25 40. On November 20, 1989 ARMSTRONG received a call from
26 Heller who said he wanted to talk ARMSTRONG into giving the ORG a
27 declaration. Heller said Homer Schomer, who had also been
28 subpoenaed to testify at a deposition in Corydon had given the ORG

1 a declaration. Heller said that it was very simple and
2 straightforward, just two things: that ARMSTRONG had either no or
3 minimal contact with Corydon in the organization, and that
4 subsequent to leaving he had received no information about
5 Corydon. Heller said that ARMSTRONG's signing a declaration to
6 help ensure the deposition doesn't go forward would be of
7 assistance to the ORG and ARMSTRONG. Heller said that if
8 ARMSTRONG's deposition went forward they would both have hassles.
9 ARMSTRONG told Heller that it would be inappropriate and he
10 couldn't give Heller a declaration. ARMSTRONG told Heller that
11 he knew Corydon quite well. Heller said that he and the ORG did
12 not see ARMSTRONG as a relevant witness but a way for Corydon's
13 attorneys to leverage a settlement. ARMSTRONG told Heller that he
14 saw himself as a relevant witness, and that "from everything I've
15 seen that's going on and everything I've heard that's going on and
16 knowing my history and the issues I cannot see ducking (the
17 deposition) at all. The truthful declaration would be that I
18 would see that my experiences and my knowledge of Bent would be
19 relevant to his case." Heller said that if ARMSTRONG thought he
20 would be helping Bent Corydon by appearing, he might, but that for
21 sure Corydon would never help ARMSTRONG. Heller said that only
22 the ORG would ever help him. Heller said that ARMSTRONG should
23 assist the ORG because it had honored its agreement. He said that
24 the ORG had signed a non-disclosure agreement as well and as far
25 as he knew had lived up to its agreement. When ARMSTRONG paused
26 in answering, Heller said that if there had been any violations he
27 wanted to know and he would rectify the problem. ARMSTRONG
28 stated, "I think you could check with Ken Long on what has been

1 done regarding Gerald Armstrong subsequent to the settlement.
2 Just get from him everything that's been filed regarding
3 Armstrong, all his declarations regarding me, all the so-called
4 false report corrections that have been put out subsequent to the
5 settlement, any time the so-called Armstrong Operation videotape
6 has been used subsequent to the settlement." Heller reiterated at
7 the end of the conversation that if ARMSTRONG started to testify,
8 for example about the Hubbard biography project, or things he and
9 the ORG considered irrelevant, they would carefully examine their
10 rights as to what action they will take. He said that he strongly
11 suggested that ARMSTRONG refuse to answer subject to attorney
12 instruction. He told ARMSTRONG that he had a contractual
13 obligation as far as he could tell.

14 41. On November 30, 1989 ARMSTRONG attended a hearing
15 in Corydon of the ORG's motion to prevent his deposition from
16 going forward. While at the hearing he was served with a subpoena
17 duces tecum ordering him to appear as a witness in the trial of
18 Religious Technology Center v. Joseph A. Yanny, Los Angeles
19 Superior Court Case no. C 690211. On February 15, 1990 ARMSTRONG
20 received a call from one of Michael Flynn' partners, attorney
21 Michael A. Tabb, who said he had been called by Heller who told
22 him that the ORG considered ARMSTRONG had violated the settlement
23 agreement by being in the courthouse to be served in Yanny, that
24 they intended to prove it, and that he would be sued.

25 42. On January 18, 1990 ARMSTRONG received from Flynn,
26 Sheridan and Tabb, a copy of Appellants' Opening Brief which the
27 ORG had filed December 21, 1989 in appeal no. B025920 in Division
28 Three of the Second Appellate District in the California Court of

1 Appeal. In this appeal, the notice of which had been filed
2 February 9, 1987, the ORG sought a reversal of the 1984
3 Breckenridge decision. On January 30, 1990 ARMSTRONG received
4 from Flynn, Sheridan & Tabb the Reply Brief of Appellants and
5 Response to Cross-Appeal filed in Division Four in the Second
6 Appellate District in an appeal entitled Church of Scientology of
7 California and Mary Sue Hubbard, Appellants, against Gerald
8 Armstrong, Defendant; Bent Corydon, Appellee, No. B038975. In
9 this appeal the ORG sought a reversal of Judge Geernaert's ruling
10 unsealing the Armstrong I court file.

11 43. Although and because the settlement agreement
12 prohibited ARMSTRONG from opposing in any way any of the appeals
13 the ORG might take, he filed a Petition for Permission to Respond
14 in the B025920 Division Three appeal February 28, 1990, and in the
15 B038975 Division Four appeal March 1, 1990. The Division Three
16 Court granted Armstrong's petition March 9, and he filed a
17 Respondent's Brief July 9, 1990 in that appeal. On April 9, 1990
18 the B038975 appeal was transferred to the Division Three Court,
19 which on October 16, 1990 granted Armstrong's petition to respond
20 in that appeal, and Armstrong filed a responding brief December
21 28, 1990. The Division Three Court consolidated the two appeals
22 and issued its opinion July 29, 1991, upholding the Breckenridge
23 decision and denying the Geernaert ruling as to public access.
24 Corydon had already had access and had copied approximately 20
25 inches of documents from the Court's file.

26 44. Although Armstrong attempted to abide by the spirit
27 of settlement and bring peace to his relationship with the ORG, he
28 was driven back into its litigations and compelled to combat its

1 antisocial practices because of its post-settlement attacks on his
2 character and credibility, its threats of litigation or exposure
3 of incidents from his past that the ORG considered embarrassing to
4 him or useful in controlling him, its own violations of the
5 settlement agreement, and its use of the agreement to obstruct
6 justice. Armstrong's first act of confrontation was filing the
7 two petitions for permission to respond to the ORG's appeals in
8 the Court of Appeal. The ORG filed an opposition to ARMSTRONG'
9 petition in the B025920 appeal, but the Division Three Court had
10 already granted the petition. The ORG filed an opposition in the
11 B038975 appeal in Division Four, and Armstrong filed a Reply
12 thereto March 23, 1990. Armstrong supported his reply with a
13 declaration he executed March 15, 1990 in which he detailed the
14 ORG's attacks on him, its threats and its settlement agreement
15 violations known up to that time.

16 45. ARMSTRONG's March 15, 1990 declaration was filed on
17 March 19, 1990 as an exhibit to a motion brought by Toby Plevin in
18 the Corydon case for an order directing non-interference with
19 witnesses. On March 27, 1990 the ORG filed an opposition to
20 Corydon's motion, supported by declarations of Lawrence Heller
21 dated March 27 and Kenneth Long dated March 26. Heller states in
22 his declaration:

23 "The confidentiality provisions of the Armstrong
24 Settlement Agreement are nor (sic) reciprocal in nature.
25 Mr. Armstrong does have duties of confidentiality under
26 the terms of the Armstrong settlement []. However,
27 there are no reciprocal duties of confidentiality under
28 the terms of the Armstrong

1 Settlement Agreement that apply to any of the [ORG]
2 parties in the settlement. [] An important part of the
3 Armstrong settlement was that the [ORG] was not bound by
4 the same confidentiality provisions as Armstrong and
5 that the [Org] parties remain free to comment upon and
6 use information pertaining to Mr. Armstrong's
7 experiences in the [ORG]. At the time of the
8 settlement, information from Mr. Armstrong was being
9 used in a number of cases around the world. It was
10 important to the [ORG] parties to the Armstrong
11 settlement that they remain free to defend themselves
12 against allegations supported by information originating
13 from Armstrong prior to the settlement. I discussed
14 this aspect of the confidentiality provisions the (sic)
15 settlement agreement with Armstrong's counsel, Michael
16 J. Flynn, during my settlement negotiations with him in
17 1986 and it was clearly understood by both sides of the
18 negotiations that the confidentiality provisions were
19 not to be reciprocal. Any assertions now being made by
20 Armstrong (sic) are false."

21 Heller also states in his opposition:

22 "[A]n important part of the Settlement Agreement
23 revolved around the continuing ability of the [ORG] to refute
24 the often bizarre allegations made by Mr. Armstrong. Thus,
25 this issue was addressed during the settlement negotiations,
26 with the result that no (emphasis in original) clause was
27 included in the agreement preventing the Church from such
28 action."

1 Heller's lies to ARMSTRONG, his lies in sworn declarations about
2 the reciprocity of the settlement agreement, the trap ARMSTRONG
3 had been placed in by the ORG and his own attorney, who, because
4 of ORG Fair Game tactics, had deserted him while setting him up
5 him to be a defenseless ORG punching bag caused ARMSTRONG great
6 distress and grief.

7 46. In his March 27 1990, declaration and in the
8 opposition Heller denied that the three telephone calls with
9 ARMSTRONG occurred, denied offering to have the ORG pay for an
10 attorney at ARMSTRONG's deposition in Corydon, denied offering to
11 indemnify ARMSTRONG for sanctions which might be imposed by the
12 court, and denied threatening ARMSTRONG with litigation. These
13 denials are lies and caused ARMSTRONG fear and emotional upheaval.

14 47. In his March 26, 1990 declaration, Kenneth Long,
15 the ORG staff member who had executed a number of the affidavits
16 concerning ARMSTRONG which were filed in the Miller case, stated:

17 "In January, 1987, following settlement of Scientology
18 (sic) of California ("CSC"), Armstrong turned over to
19 CSC all [ORG]-related documents in his possession. I
20 personally inspected the documents turned over by
21 Armstrong, and found a number of copies of the documents
22 which Armstrong had previously sworn that he had
23 surrendered to the Clerk of the Court. [] Based on my
24 discovery of these documents, I concluded that Armstrong
25 had intentionally perjured himself on numerous
26 occasions, and had as well knowingly violated orders
27 issued by judges at all levels ranging from the Los
28 Angeles Superior Court to the Supreme Court of the

1 United States."

2 Long's statement is false, reckless and malicious and caused
3 ARMSTRONG great distress. Long stated as well that his affidavits
4 attacking ARMSTRONG in Miller were necessary "to detail the
5 elements of the breach of confidence against Miller and Penguin,
6 and the claim could not have been brought without explaining the
7 underlying actions taken by Armstrong." The attacks on ARMSTRONG
8 in Miller while his lawyer was used by the ORG to relay its threat
9 of suit should he defend his reputation in that case, and the
10 follow up attacks in Corydon were psychologically devastating to
11 ARMSTRONG.

12 48. On March 21, 1990 ARMSTRONG spoke by phone with
13 Michael Flynn, who said that he had been called by Lawrence Heller
14 two or three weeks before. Flynn said that Heller told him that
15 ARMSTRONG was right then sitting in the courtroom at the Yanny
16 trial and he asked Flynn to call ARMSTRONG and tell him that if he
17 testified in Yanny he would be in violation of the settlement
18 agreement and would be sued. Flynn told ARMSTRONG that he told
19 Heller no. ARMSTRONG had been present at the Yanny trial March 5,
20 1990.

21 49. On April 4, 1990 ARMSTRONG was served with a
22 subpoena duces tecum from ORG entities ASI and Bridge
23 Publications, Inc. ordering the production at a deposition in
24 Corydon on April 24 of any sound recordings or other records he
25 possessed of his telephone conversations with Heller. At the
26 deposition ARMSTRONG produced his notes from the October 23 and 25
27 and November 20, 1989 conversations and a transcript of a
28 recording of ARMSTRONG's side of the November 20 conversation.

1 50. In early April, 1990 ARMSTRONG received a call from
2 ORG lawyer Eric Lieberman who suggested to ARMSTRONG that World
3 War III would happen if he continued to speak out against the ORG
4 in violation of the settlement agreement. ARMSTRONG related to
5 Lieberman a list of the ORG's post-settlement attacks on ARMSTRONG
6 in violation itself of the agreement. Lieberman dismissed
7 ARMSTRONG's grievances as insignificant and old. Nevertheless,
8 because Lieberman had said that World War III might depend on what
9 ARMSTRONG did at that time, on April 9, 1990 he wrote to the ORG
10 to initiate a dialogue and attempt to resolve the conflict. This
11 and all ARMSTRONG's attempts at achieving peace with honor have
12 been rejected or ignored by the ORG.

13 51. On July 8, 1988 the Internal Revenue Service issued
14 a document entitled "final adverse ruling" to Cross-Defendant
15 herein COST denying its application for tax exempt status. In that
16 ruling the IRS states:

17 "In support of the protest (protest conference was held
18 in January 1987) to our initial adverse ruling, we were
19 supplied with copies of affidavits dated December 4,
20 1986, from Gerald Armstrong and Laurel Sullivan. Ms.
21 Sullivan was the person in charge of the MCCS project
22 (the ORG's "Mission Corporate Category Sort-out," the
23 purpose of which was to devise a new organizational
24 structure to conceal L. Ron Hubbard's continued
25 control). The affidavits state that the new church
26 management 'seems to have returned to the basic and
27 lawful policies and procedures as laid out by the
28 founder of the religion, L. Ron Hubbard.' The

1 affidavits conclude as follows: 'Because of the
2 foregoing, I no longer have any conflict with the Church
3 of Scientology or individual members affiliated with the
4 Church. Accordingly I have executed a mutual release
5 agreement with the Church of Scientology and sign this
6 affidavit in order to signify that I have no quarrel
7 with the Church of Scientology or any of its members.'

8 The ORG filed the ARMSTRONG affidavit in the COST case for the
9 purpose of destroying his credibility. It filed the affidavit in
10 express violation of the representation the ORG had Flynn make to
11 ARMSTRONG that it would never be used unless ARMSTRONG attacked
12 the ORG after settlement. The ORG has now, as a result of
13 ARMSTRONG's claim that the affidavit is substantially false,
14 publicly accused ARMSTRONG of perjury for the ORG's subornation.
15 The betrayal that resulted in the ORG's filing of the affidavit,
16 the use of the courts in such a cynical manner, and the terrifying
17 campaign to destroy ARMSTRONG's reputation and sanity, which this
18 affidavit now signifies, have left ARMSTRONG emotionally branded
19 for life.

20 52. In August 1990 ARMSTRONG, acting out of faith that
21 he was so guided, gave away all his assets, including his one
22 hundred percent ownership of the outstanding shares of The Gerald
23 Armstrong Corporation, and forgave all debts owed him. Thereafter
24 he attempted to accept guidance as reason for doing what he did;
25 that is what he was called to do. He has several areas of
26 expertise and knowledge in which his help has been and may be
27 called for. Because of his history, knowledge and willingness, he
28 has been called on by various people to help them against ORG

1 tyranny or chicanery. It is his determination to promote justice
2 and peace wherever he goes and in no matter what he is called upon
3 to do.

4 53. In June 1991, while visiting relatives in Canada,
5 ARMSTRONG received a call from Malcolm Nothling in South Africa
6 asking for his help in the trial of a lawsuit Nothling had against
7 the ORG in that country. From listening to Nothling ARMSTRONG
8 evaluated that he could be helpful in the case, and felt compelled
9 to help because Nothling had not been able to get anyone else in
10 the world to help. ARMSTRONG then wrote Eric Lieberman on June
11 21, 1991 in the hope of peacefully settling what ARMSTRONG had
12 come to understand generally as the Scientology conflict, and the
13 Nothling case specifically. Lieberman wrote back rejecting
14 ARMSTRONG's attempt to resolve the conflict peacefully. The ORG
15 is presently publicly accusing ARMSTRONG of fomenting litigation,
16 hatred and ill-will toward the ORG with his June 21, 1991 letter
17 to Lieberman. But it is the ORG which has fomented all its
18 litigation, by its use of the courts to attack its perceived
19 enemies, by continuing abuse of its employees and customers and by
20 its repugnant policies such as Fair Game. In truth ARMSTRONG has
21 consistently urged the ORG to end all its litigation, get out of
22 the "litigation business", and solve its problems with its victims
23 and "enemies" with honest efforts, open communication and decency.

24 54. In July, 1991 ARMSTRONG received a call asking for
25 help from Joseph A. Yanny who had just become the attorney for
26 Richard and Vicki Aznaran in the case of Aznaran v. CSC, et al.,
27 in United States District Court, Central District of California,
28 No. CV-88-1786-JMI(Ex), after the ORG had tricked the Aznarans

1 into firing their former attorney in the case, Ford Greene.
2 ARMSTRONG travelled to Los Angeles, and assisted Yanny by writing
3 two declarations for use in the Aznaran case, by providing
4 understanding of the psychological battle the ORG waged against
5 its victims and enemies, and by encouraging truth and honor.
6 ARMSTRONG could stay only a few days in Los Angeles because he was
7 scheduled to fly to South Africa to help Malcolm Nothling in his
8 quest for justice. While en route to South Africa ARMSTRONG
9 learned from Yanny that Yanny had been sued by the ORG in
10 connection with his relationship with ARMSTRONG. While between
11 planes in New York ARMSTRONG wrote a declaration detailing why he
12 helped Yanny, his guided calling and what he did on the Aznaran
13 case.

14 55. The ORG's lawsuit against Yanny, RTC, CSI and CSC
15 v. Yanny, Los Angeles Superior Court No. BC 033035, charged Yanny,
16 who had formerly been an ORG lawyer, with representing ARMSTRONG
17 in litigation against the ORG. Although ARMSTRONG, who is a
18 writer and artist, had consulted Yanny regarding literary and
19 intellectual property matters, Yanny had never represented
20 ARMSTRONG in any matter regarding the ORG and ARMSTRONG had never
21 consulted with Yanny regarding his ORG-related legal problems.
22 The ORG invented the charges against Yanny and ARMSTRONG in the
23 Yanny case, pursuant to its policy of manufacturing threats
24 against its perceived enemies. It used its manufactured charges
25 to attack ARMSTRONG in Yanny, Aznaran and in the instant
26 litigation, hereinafter Armstrong II. It used its manufactured
27 charges to attack ARMSTRONG's Church and religion, and abuse him
28 with foundationless depositions of himself, his lawyer Ford Greene

1 and his friend Lorien Phippeny in Yanny, designed to hurt
2 ARMSTRONG financially, harass him and waste his time.

3 56. In August 1991 while in South Africa ARMSTRONG was
4 informed by Stuart Cutler, Malcolm Nothling's lawyer that the ORG
5 had provided ARMSTRONG's 1985 dream, which had been tricked from
6 him by ORG operative Dan Sherman, to the ORG's South African legal
7 representatives for use against ARMSTRONG in the Nothling
8 litigation. This document had been specifically sealed in the
9 Armstrong I case, and its dissemination in South Africa caused
10 ARMSTRONG great embarrassment and emotional distress.

11 57. On August 12, 1991 the ORG filed a lawsuit against
12 17 agents of the IRS, case no. 91-4301-SVW in United States
13 District Court, Central District of California for more than
14 \$120,000,000.00. The ORG used therein a false rendition of the
15 1984 illegal videotaping of ARMSTRONG, which videotape had been
16 sealed in the Armstrong I court file. The ORG stated in its
17 complaint:

18 "The infiltration of the [ORG] was planned by the LA CID
19 along with former [ORG] member Gerald Armstrong, who
20 planned to seed [ORG] files with forged documents which
21 the IRS could then seize in a raid. The CID actually
22 planned to assist Armstrong in taking over the [ORG]
23 hierarchy which would then turn over all [ORG] documents
24 to the IRS for their investigation."

25 The ORG knew that these accusations were false, knew that
26 ARMSTRONG knew they were false, knew that Judge Londer, presiding
27 at the 1985 trial in the case of Julie Christofferson v.
28 Scientology in Portland, Oregon, had ruled that the illegal

1 videotapes of ARMSTRONG, which the ORG first "broke" in that case
2 to destroy ARMSTRONG's credibility, contrary to the ORG's
3 accusations were "damaging to the [ORG]," and knew that the
4 Christofferson jury, which awarded plaintiff \$39,000,000.00 in
5 that case, when polled regarding the videotapes of ARMSTRONG
6 stated that they proved, not that ARMSTRONG had done anything
7 wrong but that Fair Game was alive and kicking in 1985. The ORG's
8 continuing malicious and perverse use of the Armstrong Operation
9 videotapes, in the face of immense official and public opinion
10 that they simply demonstrate Fair Game, is a mad effort to pretend
11 blindness to the truth and through the apparent blindness and
12 recklessness to bring about ARMSTRONG's psychological
13 disintegration.

14 58. Upon his return to the United States from South
15 Africa Armstrong visited the law office of Ford Greene who asked
16 for his help. Armstrong, who is a trained paralegal, and lived in
17 the same Marin County town as Greene, agreed to help him, and has
18 been working with him from that time until the present. The moment
19 he began working in Greene's office the ORG began to terrorize him
20 with constant surveillance by ORG intelligence operatives,
21 illegally videotaped him, embarrassed him, caused disturbances in
22 the neighborhood of Greene's law firm, and caused him to fear for
23 his life. The ORG has a reputation of using its intelligence
24 operatives or private investigators to assault its perceived
25 enemies, frame them, entrap them, terrorize them, lie about them,
26 and steal from them. ORG agents, including Hubbard's wife, Mary
27 Jane Hubbard, have been convicted of crimes including burglary,
28 theft, and obstruction of justice. Judge Breckenridge in

1 Armstrong I, had found that:

2 "Defendant Armstrong was the subject of harassment,
3 including being followed and surveilled by individuals
4 who admitted employment by [the ORG]; being assaulted by
5 one of these individuals; being struck bodily by a car
6 driven by one of these individuals; having two attempts
7 made by said individuals apparently to involve Defendant
8 Armstrong in a freeway automobile accident; having said
9 individuals come onto Defendant Armstrong's property,
10 spy in his windows, create disturbances, and upset his
11 neighbors."

12 The August 1991 terrorizing of ARMSTRONG by ORG operatives was
13 intended to and caused ARMSTRONG unbelievable shock and emotional
14 distress.

15 59. ARMSTRONG called and wrote to ORG lawyer Eric
16 Lieberman on August 21 and 22, 1991 protesting the surveillance,
17 videotaping and ORG terror tactics. Lieberman never responded,
18 but the ORG responded with renewed attacks on ARMSTRONG, filing
19 perjurious declarations about him in the Aznaran case accusing him
20 of, inter alia, being in Greene's office (during the period when
21 he had been in South Africa), of being employed by Joseph Yanny
22 while working for Greene, and of being Yanny's extension in the
23 Aznaran case. The ORG used these lies in a series of attempts to
24 have the Aznaran case dismissed, and in further attempts to
25 destroy ARMSTRONG's credibility and his capacity to defend himself
26 from the ORG's attacks. The ORG also filed perjurious
27 declarations in Aznaran concerning the illegal 1984 Armstrong
28 operation, claiming, inter alia, that the operation was a police-

1 sanctioned investigation, that ARMSTRONG was plotting against the
2 ORG and seeking out staff members who would be willing to assist
3 him in overthrowing its leadership, and that ARMSTRONG's theory of
4 litigation against the ORG was to fabricate the facts. These lies
5 were used in a series of attempts to deny the Aznarans justice and
6 to attack ARMSTRONG's credibility and leave him defenseless before
7 the ORG's assault. The ORG moreover used in these attempts
8 transcripts of the illegal 1984 videotaping of ARMSTRONG which had
9 been sealed in the Armstrong I court file. The ORG knew its lies
10 filed in the Aznaran case regarding ARMSTRONG were lies, knew if
11 was using sealed documents to attack ARMSTRONG, knew that such
12 caused ARMSTRONG great emotional distress, and knew that its acts
13 in Armstrong I had caused him emotional distress for which it had
14 paid ARMSTRONG a significant sum of money. The ORG's statements
15 filed in Aznaran regarding ARMSTRONG were malicious and an abuse
16 process. ARMSTRONG filed a declaration in Aznaran dated September
17 3, 1991 detailing the lies the ORG had up to that time filed about
18 him in that case and stating the truth of the matters. On June
19 22, 1992, Judge Ideman, presiding in the Aznaran case denied all
20 the ORG's motions in which it had filed its attacks on ARMSTRONG.

21 60. On October 3, 1991 the ORG, using CSC, CSI and RTC
22 as Plaintiffs, filed a motion in Los Angeles Superior Court in the
23 Armstrong I case to enforce the settlement agreement in which it
24 charged that ARMSTRONG's declaration in Aznaran which rebutted the
25 ORG's lies filed about him in that case was a violation of the
26 settlement agreement. That motion, in which the ORG sought from
27 ARMSTRONG \$100,000.00 in damages for his responses to ORG attacks,
28 was denied on December 23, 1991 by Judge Geernaert, who stated

1 during the hearing of that date:

2 " So my belief is Judge Breckenridge, being a very
3 careful judge, follows about the same practice and if he
4 had been presented that whole agreement and if he had
5 been asked to order its performance, he would have dug
6 his feet in because that is one of the [] most
7 ambiguous, one-sided agreements I have ever read. And I
8 would not have ordered the enforcement of hardly any of
9 the terms had I been asked to, even on the threat that,
10 okay the case is not settled.

11 I know we like to settle cases. But we don't want to
12 settle cases and, in effect, prostrate the court system
13 into making an order which is not fair or in the public
14 interest."

15 61. Heedless of Judge Geernaert's comments the ORG on
16 February 4, 1992 filed the underlying lawsuit, hereinafter
17 Armstrong II, this time seeking \$1,700,000.00 in damages. On
18 March 26, 1992 the ORG sought to have ARMSTRONG held in contempt
19 of court for communicating to the media about the litigation after
20 the ORG had itself given an interview to the media and in response
21 to the ORG's public comments about him. Judge Dufficy of the
22 Marin Superior Court, then presiding over the Armstrong II
23 litigation, refused to hear the ORG's effort to have ARMSTRONG
24 found in contempt. The effort, however, demonstrates the ORG's
25 intention: create a scenario in which ARMSTRONG responds to ORG
26 attacks and then have him jailed for his response. Then, pursuant
27 to ORG policy, destroy him utterly.

28 62. On February 19, 1992 Ford Greene, ARMSTRONG's

1 attorney in Armstrong II, wrote ORG attorney Laurie Bartilson
2 requesting that ARMSTRONG's former attorneys in Armstrong I,
3 Michael Flynn, Julia Dragojevic and Bruce Bunch, each of whom were
4 specifically prohibited by contract with the ORG from giving
5 ARMSTRONG a declaration to assist him in his defense of the ORG's
6 lawsuit to enforce the settlement agreement, be released from that
7 prohibition so they could provide him with needed declarations.
8 The ORG refused. On February 24, 1992 Greene wrote Bartilson
9 requesting that the other individuals who had entered into
10 settlement agreements with the ORG, negotiated by the ORG with
11 Flynn in 1986, and who were specifically prohibited from providing
12 ARMSTRONG with a declaration to assist him in his defense of the
13 ORG's lawsuit to enforce the settlement agreement, be released
14 from that prohibition so they could provide him with needed
15 declarations. Even though the ORG had used the fact of the other
16 individuals' settlement agreements being substantially similar to
17 the ARMSTRONG agreement, and cited to and relied on cases
18 involving those individuals' settlements in its lawsuit against
19 ARMSTRONG, the ORG refused to release them from their contract not
20 to assist ARMSTRONG. Instead of acting professionally, decently
21 and humanely, ORG lawyer Bartilson's response was an ad hominem
22 attack on Greene, ARMSTRONG's lawyer. The unfairness of this act
23 of Fair Game caused ARMSTRONG a great despondency.

24 63. On May 27, 1992 at a hearing on a motion the ORG
25 brought to obtain a preliminary injunction in this case, Los
26 Angeles Superior Court Judge Sohigian stated:

27 "The information that's being suppressed in this case,
28 however, is information about extremely blameworthy

1 behavior of the [ORG] which nobody owns; it is
2 information having to do with the behavior of a high
3 degree of offensiveness and behavior which is tortious
4 in the extreme. It involved abusing people who are weak.
5 It involves taking advantage of people who for one
6 reason or another get themselves enmeshed in this
7 extremist view in a way that makes them unable to resist
8 it apparently. There appears to be in the history of
9 [the ORG's] behavior a very, very substantial deviation
10 between [the ORG's] conduct and standards of ordinary,
11 courteous conduct and standards of ordinary honest
12 behavior. They're just way off in a different
13 firmament. [The ORG's] is the kind of behavior which
14 makes you sort of be sure you cut the deck and be sure
15 you've counted all the cards. If you're having a
16 friendly poker game you'd make sure to count all the
17 chips before you dealt any cards."

18 Despite this scathing indictment of the ORG and its practices, and
19 despite the ORG's knowledge of similar rulings and judgments in
20 Armstrong I, the case of Wollersheim v. Scientology, the case of
21 Allard v. Scientology, the case in England Re B & G Wards, the
22 cases of US v. Hubbard and US v. Kember, and of the blistering
23 articles in the Los Angeles Times in 1990 and Time magazine in
24 1991, the ORG has not changed one of its spots, but continues to
25 attack ARMSTRONG and its other perceived enemies pursuant to its
26 basic doctrine of Fair Game. The ORG's refusal to change its
27 suppressive and vicious posture toward ARMSTRONG in the face of
28 the massive evidence of its socially repugnant nature is to

1 ARMSTRONG terrifying and immobilizing. Judge Sohigian denied the
2 ORG's motion to enforce the settlement agreement in every aspect
3 except for his right to provide testimony in anti-ORG litigation
4 without being first subpoenaed to provide such testimony. The
5 Sohigian ruling left ARMSTRONG free to speak and write freely
6 about the ORG, to provide information to government agencies
7 without the need for a subpoena and to continue to work as a
8 paralegal.

9 64. Nevertheless, the ORG has over the past several
10 months and continuing after the Sohigian ruling to the present,
11 mounted a campaign to have ARMSTRONG removed from Greene's office,
12 thus denying him a job and the means of defending himself against
13 ORG attacks. ORG lawyers have made threats against him and have
14 attempted to inveigle him into performing actions they could then
15 use to attack him and achieve their goal of his removal from the
16 Greene firm.

17 65. Within the past week ORG private investigator
18 Eugene Ingram harassed ARMSTRONG's friend Lorien Phippeny at her
19 home. The ORG knows that Ingram is a bully and dishonest, yet
20 sent him to intimidate and upset Phippeny as part of its campaign
21 of Fair Game against ARMSTRONG.

22 66. Within the past few months ARMSTRONG has learned
23 that MISCAVIGE possessed ARMSTRONG's original artwork and
24 manuscript after they were stolen from ARMSTRONG's car in 1984.
25 MISCAVIGE told Vicki Aznaran that he had ARMSTRONG's artwork and
26 manuscript, and he described ARMSTRONG's works as weird poetry and
27 letters to Hubbard. ORG lawyer John Peterson in 1984, in response
28 to ARMSTRONG's demand at that time for return of his works denied

1 that the ORG possessed them. Now ARMSTRONG has the proof and he
2 demands these works' return.

3 67. The ORG has, for over a decade, waged a campaign of
4 hatred and psychological violence against ARMSTRONG. This
5 campaign has been observed and condemned by courts and the media.
6 The ORG has used ARMSTRONG as a villain to keep its members
7 marching to its hateful tune, spreading lies about him to ORG
8 employees and customers internationally. In 1986 as an act of
9 calculating Fair Game it used ARMSTRONG's lawyer, himself a long
10 time target of Fair Game, to manipulate him into a settlement of
11 his claims against the ORG which was intended to leave him lawyer-
12 less and defenseless so that the ORG's Fair Game efforts against
13 him could continue unopposed. In consummate cynicism the ORG
14 claims its purpose in the settlement was to make peace. The ORG's
15 acts against ARMSTRONG have affected every aspect of his life,
16 taken from him the peace and seclusion he sought and threatened
17 his health, livelihood, friendships and his very existence. These
18 acts must stop.

19 FIRST CAUSE OF ACTION

20 (For Declaratory Relief Against All Defendants)

21 68. Cross-complainant ARMSTRONG realleges paragraphs 1
22 through 67, inclusive, and incorporates them by reference herein
23 as though fully set forth.

24 69. An actual controversy has arisen and now exists between
25 ARMSTRONG and CSI concerning their respective rights and duties in
26 that ARMSTRONG contends that the only provisions of the settlement
27 agreement that have any legal force any effect were those whereby
28 he dismissed his cross-complaint in Armstrong I in consideration

1 for a sum of money, and that paragraphs 4A, 4B, 7D, 7E, 7G, 7H,
2 7I, 10, 18D, 18E of the settlement agreement are void as against
3 public policy and should be severed therefrom, and that CSI and
4 its agents are not entitled to breach the settlement agreement
5 while requiring ARMSTRONG to adhere thereto, whereas CSI disputes
6 this contention and contends that it is entitled to enforce all
7 provisions of the settlement agreement against ARMSTRONG
8 notwithstanding the lack of mutuality thereof.

9 70. ARMSTRONG desires a judicial determination of his rights
10 and duties, and a declaration that the only provisions of the
11 settlement agreement which are valid are those which directly
12 pertain to the dismissal of his cross-complaint in Armstrong I in
13 consideration for the payment of a sum of money, and that
14 paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the
15 settlement agreement should be severed and held not to be legally
16 enforceable because they were designed to suppress evidence and
17 obstruct justice.

18 71. A judicial declaration is necessary and appropriate at
19 this time under the circumstances in order that ARMSTRONG may
20 ascertain his rights and duties under the settlement agreement.

21 72. ARMSTRONG is being harmed by the settlement agreement
22 insofar as his First Amendment Rights are curtailed, his ability
23 to freely pursue gainful employment is restricted, and his
24 reputation is being attacked in judicial proceedings which he is
25 unable to counter without risking violation of the settlement
26 agreement.

27 **WHEREFORE**, cross-complainant seeks relief as is hereinafter
28 pleaded.

1 legal result of the use of such legal process.

2 WHEREFORE, cross-complainant seeks relief as is hereinafter
3 pleaded.

4 THIRD CAUSE OF ACTION

5 (Breach of Contract)

6 79. Cross-complainant ARMSTRONG realleges paragraphs 1
7 through 67, inclusive, and incorporates them by reference herein
8 as though fully set forth.

9 80. CSI, and/or its agents, and/or other Scientology-related
10 entities having engaged in on-going breaches of said settlement
11 agreement by making reference to ARMSTRONG (a) in communications
12 to the press, (b) in filing pleadings and declarations in various
13 litigations.

14 81. By reason of said breaches of the settlement agreement,
15 ARMSTRONG has been damaged in an amount not presently known but
16 believed to be in excess of the jurisdiction minimum of this
17 Court.

18 WHEREFORE, plaintiff prays for judgment as follows:

19 ON THE FIRST CAUSE OF ACTION

20 1. For a declaration paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I,
21 10, 18D, 18E of the settlement agreement should be severed from
22 the settlement agreement and found to be of no legal force or
23 effect.

24 2. For damages according to proof.

25 3. For attorney's fees and costs of suit.

26 ON THE SECOND CAUSE OF ACTION

27 1. For general and compensatory damages according to proof.

28 2. For punitive damages according to proof.

1 3. For attorney's fees and costs of suit.

2 ON THE THIRD CAUSE OF ACTION

3 1. For compensatory and consequential damages according to
4 proof.

5 2. For attorney's fees and costs of suit.

6 ON ALL CAUSES OF ACTION

7 1. For such other and further relief as the Court may deem
8 just and proper.

9 Respectfully submitted,

10 DATED: July 21, 1992

HUB LAW OFFICES

11
12 By: 

FORD GREENE

13 Attorney for Defendant
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VERIFICATION

1
2 I, the undersigned, am one of the defendants in the above
3 entitled action. I know the contents of the foregoing Cross-
4 complaint for declaratory relief, abuse of process and breach of
5 contract. I certify that the same is true of my own knowledge,
6 except as to the matters which are therein stated upon my
7 information and belief, and as to those matters, I believe them to
8 be true.

9 I declare under penalty of perjury that the foregoing is true
10 and correct according to the laws of the State of California and
11 that this declaration was executed on this 21st day of July at San
12 Anselmo, California.

13
14 By: 

15 GERALD ARMSTRONG
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PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following

documents: CROSS-COMPLAINT FOR DECLARATORY RELIEF, ABUSE OF PROCESS AND BREACH OF CONTRACT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

Laurie J. Bartilson, Esq.
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 22, 1992

COURT OF APPEAL, SECOND APPELLATE DISTRICT
DIVISION: 4 DATE: 01/03/94

CASENO: 2 Civil B069450
Los Angeles NO. BC052395
(S.C. Judge: R. Sohigian) >
Cross Ref: B068401

CHURCH OF SCIENTOLOGY INTERNATIONAL
Plaintiff-Respondent

vs.

ARMSTRONG, GERALD
Defendant-Appellant

* * * SUMMARY DATA * * *

CAUSE: Appeal CASE START DATE: 10/19/92
NOTICE OF APPEAL DATE: 07/30/92
AOB: 01/20/93 RB:04/21/93 ARB: 05/12/93
READY DATE: 05/12/93 SUBMISSION DATE:
STATUS: ACTIVE CATEGORY: Civil Complaints - Other
DISPOSITION:

= = = = =

* * * DOCKET EVENTS * * *

1	08/25/92	CNL	NOTICE OF APPEAL LODGED/RECEIVED. N/A 7-30-92 ARMSTRONG
2	08/26/92	LTR	FILED LETTER FROM: (ACTUAL REC'D DATE IS 8-3-92 BUT APPEAL NOT PROCES UNTIL 8-25-92) LTR DTD 7-29-92 NOTICE OF PR. APPEA
3	09/28/92	NWR	NOTICE TO PROCEED PER RULE 5.1 - WITH RPTS TRANS 8-5-92
4	10/19/92	RAF	RECORD ON APPEAL FILED. R-1
5	10/20/92	FDE	FILED DOCUMENT ENTITLED: NTC OF DELAY IN THE FILING OF REPT'S TRANSCRIPT
6	11/12/92	LTR	FILED LETTER FROM: FROM PAUL MORANTZ DTD 11-10-92 RE: TRHIS APPEAL SH OULD BE CONSOLIDATED WITH THE WRIT B068401.

7 11/13/92 REX APPLICATION FOR EXTENSION OF TIME FILED. +++
TO FILE AOB TO DECEMBER 18, 1992.

8 11/16/92 GEX APPLICATION FOR EXTENSION OF TIME GRANTED. ***
TO FILE AAO TO DECEMBER 18, 1992.
NO FURTHER EXTENSIONS.

9 12/24/92 ADF APPELLANT NOTIFIED PURSUANT TO RULE 17(A).

10 01/11/93 APL APPLICATION FILED TO:
TO FILE A 91 PAGE OPENING BRIEF (AOB AND 7 VOLS OF
APLTS APPENDIX LODGED).

11 01/11/93 OFF ORDER FILED.
DENYING APL. TO FILE 91 PAGE OPENING BRIEF.

12 01/11/93 LTR FILED LETTER FROM:
FROM CSL. FOR APLT. RE:TO SUBMIT CONFORMED COPIES
OF FACE PAGES BY 1-15-93 OF SPECIFIED DOCS. IN AAF.

13 01/13/93 REX APPLICATION FOR EXTENSION OF TIME FILED. +++
TO 1-18-93 TO FILE 50 PAGE AOB.

14 01/14/93 LTR FILED LETTER FROM:
FROM CSL. FOR APLT. DTD 1-14-93 RE: CORRECTED COPIES
OF FACE PAGES FOR APPENDIX.

15 01/20/93 GEX APPLICATION FOR EXTENSION OF TIME GRANTED. ***
TO FILE AOB NOT TO EXCEED 50 PGS TO 1-18-93.

16 01/20/93 AOB APPELLANT'S OPENING BRIEF FILED.

17 01/20/93 AAF APPELLANT'S APPENDIX FILED.
7 VOLS.

18 02/04/93 REX APPLICATION FOR EXTENSION OF TIME FILED. +++
TO FILE R.B. TO MARCH 22, 1993.

19 02/17/93 GEX APPLICATION FOR EXTENSION OF TIME GRANTED. ***
TO FILE R.B. TO MARCH 22, 1993.

20 03/11/93 REX APPLICATION FOR EXTENSION OF TIME FILED. +++
TO 4-21-93 TO FILE THE R.B.

21 03/17/93 GEX APPLICATION FOR EXTENSION OF TIME GRANTED. ***
TO FILE R.B. TO APRIL 21, 1993.

22 04/21/93 RBF RESPONDENTS BRIEF FILED.

23 05/11/93 MOF MOTION FILED.
FOR EXPEDITED HEARING SCHEDULE BY CSL. FOR RESP.

24 05/12/93 ARB APPELLANT'S REPLY BRIEF FILED.

25 05/12/93 CFB CASE FULLY BRIEFED.

26 05/12/93 REQ REQUEST FILED TO:
TO TAKE JUDICIAL NOTICE BY CSL. FOR APLT.

27 05/27/93 FDE FILED DOCUMENT ENTITLED:
 APLT'S. QUALIFIED NON-OPO. TO MOTION FOR EXPEDITED
 HEARING SCHEDULE.

28 06/04/93 APL APPLICATION FILED TO:
 OF MICHAEL LEE HERTZBERG TO APPEAR PRO HAC VICE.

29 06/17/93 OFF ORDER FILED.
 ATTY MICHAEL LEE HERTZBERG GRANTED PERMISSION TO
 APPEAR AS CSL PRO HAC VICE FOR RESP.

30 06/21/93 CHA CHANGE OF ADDRESS FILED FOR:
 FOR ATTY. MORANTZ.

31 06/29/93 OFF ORDER FILED.
 RESP'S REQ. FOR EXPEDITED HEARING IS DENIED.
 APLT'S REQ. FOR JUD NTC. IS ALSO DENIED.

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* * * ATTORNEYS & LITIGANTS * * *

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* * * FINANCIAL TRANSACTION * * *

1 RECEIPT NO. R223131 DPTY: BLF
FEE TYPE: Filing Fee FILING DATE: 08/26/92
PAY/WAIVE DATE: 08/26/92 CR AMT: 200.00 ATTY SEQ:> 1
PAY TYPE: Check FEE STATUS:> Applicable CHECK NO.> 11-35
CK 2220

END OF DOCKET PRINTOUT FOR CASE B069450

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On January 3, 1994, I served the foregoing document described as REQUEST FOR JUDICIAL NOTICE on interested parties in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
707 Fawn Drive
San Anselmo, CA 94960

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on January 3, 1994 at Los Angeles, California.

**(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

[]** Such envelopes were hand delivered by
Messenger Service

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of
the State of California that the above is true and
correct.

[] (Federal) I declare that I am employed in the
office of a member of the bar of this court at
whose direction the service was made.

Print or Type Name

Signature

* (By Mail, signature must be of person depositing
envelope in mail slot, box or bag)

** (For personal service signature must be that of
messenger)